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LONDON, DECEMBER 4, 1897.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

WE PRINT elsewhere the notice of the draft order under the Land Transfer Act, 1897, which has been made by the Privy Council. In our comments last week we overlooked a provision in the Interpretation Act, 1889, which we believe is relied on as sanctioning both the making of the draft order and the giving of formal notice to the London County Council. Section 37 of that Act runs as follows:

"Where an Act, passed after the commencement of this Act, is not to come into operation immediately on the passing thereof, and confers powers so make any appointment, to make, grant, or issue any instrument, that is to say, any Order in Council, order, warrant, scheme, letters patent, rules, regulations, or bye-laws, to give notices, to prescribe forms, or to do any other thing for the purposes of the Act, that power may, unless the contrary intention appears, be exercised at any time after the passing of the Act, so far as may be necessary or expedient for the purpose of bringing the Act into operation at the date of the commencement thereof, subject to this restriction, that any instrument made under the power shall not, unless the contrary intention appears in the Act, *or the contrary is necessary for bringing the Act into operation*, come into operation until the Act comes into operation."

It will be seen that the power to issue the notice is dependent on the question whether it "is *necessary* for bringing the Act into operation" [*not*, according to the "restriction," into operation by or before any particular date]. How can it be said that it is *necessary* for bringing the Act into operation that notices should be given before the date at which it comes into operation?

THE FEAST of All Souls has from time immemorial been one of the chief events in the year for the judicial bench. This year the judicial bench will be the chief event of the year at the Feast of All Souls. For, within the year, two former Fellows of that college have been raised to seats in the High Court. There are those who persist in believing that the Lord Chancellor, unlike the king, can do no right, and who profess themselves to be ever at fault in the attempt to find a clue to his mysterious mind. To such wanderers in the labyrinth we may offer the pious hope that they may now find one or more threads which will lead them out of their difficulties. Sir WALTER PHILLIMORE was a Fellow of All Souls; and, in addition to this, he was twice Commissioner of Assize. Here are two *criteria* of selection which we would suggest that they should apply to certain recent nominations. Let us, however, put aside

"chaff," and congratulate the Lord Chancellor on a graceful act in appointing a political opponent of a rather violent type, who is also a popular and a learned man, and has had a large practice in the Admiralty Court and in ecclesiastical cases, and a fair practice also on the Western Circuit. He has, no doubt, in him the making of a good judge; but we may, perhaps, be permitted to hint that he has two tendencies which should be severely curbed. He is too voluble for the Bench, being overmuch endowed with what has been called the "accursed gift of eloquence"; and he is rather given to strong "views" on certain subjects. If he can keep his eloquence down, and hide with scarlet and ermine his views as effectively as his waistcoat, he should go far to justify the Chancellor, and to bring honour to Westminster, All Souls, and Oxford.

It has long been perfectly well settled that the receiver of a letter has no such property in it as to entitle him to publish it against the wishes of the writer, and the same rule applies, of course, to persons other than the receiver into whose hands the letter may subsequently come. The judgment of North, J., in *Labouchere* v. *Hess* does no more than apply this rule. The argument that the writer of the letter makes a gift of it to the receiver so as to vest the property in him was met by Lord Hardwicke in *Pope* v. *Curl* (2 Atk. 342) with the remark that the receiver has at most a joint property with the writer, and that this does not give him a licence to publish the letter to the world. Following this and other authorities, Lord Apsley, C., without hesitation, granted an injunction in *Thompson* v. *Stanhope* (Amb. 737) to restrain the publication, without the consent of the Earl of Chesterfield's executors, of the letters of that nobleman to his son. In subsequent cases the grounds of these decisions have been examined and their correctness to some extent questioned, but the decisions have never been overruled. The true legal doctrine appears to be that the property in the paper is in the receiver of the letter, and the copyright in the writer. In *Perceval* v. *Phipps* (2 Ves. & B. 19) Plumer, M.R., drew a distinction between letters which have a literary value and those which are simply ordinary letters of friendship or business. Business letters, he said, it would be very extraordinary to describe as a literary work in which the writers have a copyright. But the distinction has not been adopted, and it would certainly have no chance of recognition at the present day, when the protection of the courts has been successfully invoked in favour of trade catalogues and Stock Exchange price lists. The right of the author of the letter being thus fully recognized, on the ground of his property in the copyright, it becomes unnecessary to seek for further justification of it on the grounds of the confidence he reposes in the person to whom the letter is addressed. In our courts of equity the maintenance of this confidence, however important in point of morals, has not been regarded as a ground for interference; though Lord Eldon, in *Gee* v. *Pritchard* (2 Swanst., p. 426), referred to it as an additional reason why he should exercise a jurisdiction which the court had already claimed to possess on the ground of property. The receiver of the letter may, indeed, publish it for the purpose of clearing his own character (*Earl of Lytton* v. *Devey*, 52 L. T., p. 122), and the letter is not privileged from production in the course of litigation (*Hopkinson* v. *Lord Burghley*, 2 Ch. App. 447), but, subject to such special circumstances, the possessor can only use it in the manner contemplated by the writer at the time it was sent.

A remarkable state of things had to be dealt with in the case of *Reg.* v. *Harris* last week at the Old Bailey. The prisoner was indicted for the murder of his wife, and it was alleged that, having murdered her, he had attempted to commit suicide by cutting his own throat. Anyhow, he was found to be wounded in such a way in the throat that he was unable to speak, and being an illiterate person, who could neither read nor write, he was absolutely unable to give any instructions to the solicitor retained for his defence by his friends. A jury was sworn, and in answer to questions put to them by Darling, J., they replied that the prisoner was able to plead to the indictment, and that he was sane, but that he was unable to communicate with his legal advisers, and that this disability was caused by his own unlawful act. Under these circumstances the trial was postponed, and it yet remains to be determined what is the proper course to be adopted. A most important question, and apparently a novel one, is raised in this strange case—*i.e.*, whether a person can be tried who, though perfectly sane, is utterly unable to make any proper defence because of his inability to communicate with his counsel or with anyone else. There have been cases somewhat similar in which deaf and dumb persons were concerned. Thus, in *Rex* v. *Pritchard* (7 C. & P. 303), a man was indicted for felony before Alderson, B., and in answer to questions the jury found that he was mute by visitation of God, that he was able to plead, but that he was not of sufficient intellect to comprehend the course of proceedings or the details of the evidence so as to make a proper defence. This finding the learned judge held to be equivalent to a finding that the prisoner was insane, and ordered him to be detained during his Majesty's pleasure. This case was followed much later in *Reg.* v. *Berry* (1 Q. B. D. 447), and there are one or two other cases in agreement with these decisions. It is clear, however, in all these cases that the prisoner was held to be incapable of taking his trial because of his inability to defend himself arising from an intellectual incapacity to understand the proceedings. In the present case the prisoner seems to be quite able to understand the proceedings, but is unable to properly defend himself because he can neither ask a witness a question, nor instruct his counsel what to ask, nor in any way take part in the trial. It is submitted that it is contrary to all justice to put a man on his trial in such a condition. It is true it must be assumed that he has, by his own unlawful act, brought himself into that condition; but even then it would be dangerous to allow a man to be convicted of a capital crime when, if he were able to communicate his thoughts, he might be able to give his advisers such instructions as would lead to his acquittal.

The case of *Re Humphreys*, recently decided by a Divisional Court (Wright and Kennedy, JJ.), raised several important questions as to the power of the court to make charging orders under section 28 of the Solicitors Act, 1860, though in the result a decision was given only upon one point. The section provides that, in every case in which a solicitor is employed to prosecute or defend any suit, matter, or proceeding in any court of justice, it shall be lawful for the court or judge before whom any such suit, matter, or proceeding has been heard, or shall be depending, to declare such solicitor entitled to a charge on the property recovered or preserved for his taxed costs, charges, and expenses. In *Re Humphreys* a farmer in Carnarvonshire, early in 1895, realized his assets, and sailed for Australia with about £800. After his departure a warrant for his arrest was issued on a charge of forgery, and bankruptcy proceedings were commenced, in the course of which a prosecution was ordered against him for alleged offences under the Debtors Act, 1869. He was arrested at Adelaide and brought back to this country, but a sum of £813 which was found upon him was detained by the Adelaide police. The charge of forgery was dismissed by the magistrates, and at the assizes the debtor was acquitted of the other offences. Messrs. Lloyd-George & Co., of Criccieth, acted as solicitors for the trustee in the bankruptcy in these prosecutions and also generally, and, upon their application, the £813 was transmitted to this country by the Adelaide police. This proved to be the only asset in the bankruptcy, and the solicitors applied to the county court judge for an order in the bankruptcy and under the Solicitors Act, 1860, charging the sum with the costs incidental to its recovery, including the costs and expenses of the arrest and prosecutions. The county court judge made the order, but there is the objection, which, in the opinion of the Divisional Court, was fatal, that the money was recovered on the mere application of the solicitors to the Adelaide police, and not as the result of the exercise of any jurisdiction by the court. For the purpose of section 28 it seems essential that proceedings should have been commenced for the recovery of the property, and the conduct of the police made any proceedings unnecessary. The immediate compliance of a person against whom a claim is made does not appear to give any chance for the operation of the statute, and it makes no difference that the claim is made on behalf of a trustee in bankruptcy. The bankruptcy proceedings

are not directed against the holder of the property in question. Had this point been out of the way, it would still have been necessary to decide whether the bankruptcy court had jurisdiction to make an order under section 28 of the Solicitors Act, 1860, and whether the order would extend to all the costs of the bankruptcy and of the prosecutions. Upon the latter point it seems that, if the order can be made in bankruptcy at all, its effect must be limited to so much of the bankruptcy proceedings as have been conducive to the recovery of the property. Upon the former, although in *Re Suffield & Watts* (20 Q. B. D. 693) and *Re Wood* (1897, 1 Q. B. 314) charging orders made by the judge in bankruptcy have been held to be made by him as a judge of the High Court, and not in the exercise of his bankruptcy jurisdiction, it is by no means clear that the latter jurisdiction is not exercisable for the purpose where the proceedings which have resulted in the recovery of the property have been solely in the bankruptcy. At the same time the Divisional Court inclined to think that the order for the distribution of the assets prescribed by rule 125 of the Bankruptcy Rules might form an insuperable difficulty.

In the course of a strike promoted by the Seamen and Firemen's Union, two men were arrested at a South Wales seaport town, and were subsequently indicted at the Glamorgan Assizes, under section 7 of the Conspiracy and Property Protection Act, 1875, for having intimidated a certain person, watched and beset the place where he was, and followed him with others in a disorderly manner, in order to prevent him from serving on a certain ship as he had contracted to do. Now, section 16 of this Act contains a proviso that nothing in the Act "shall apply to seamen." Hence, as the accused were admittedly men who followed the sea as a calling, it was contended in their defence that they were not liable to be convicted on this indictment. At the time of the alleged offence, however, they were not actually engaged on board any ship, but were out of work. They were convicted, and the question whether, under these circumstances, the conviction could stand was argued before the Court for Crown Cases Reserved, on a case stated by Ridley, J. Judgment was given last week. It is not reasonable to suppose that the Legislature could have intended to exclude a large body of men from the provisions of this statute, unless such men were capable of being adequately dealt with under some other statute, in case they committed the offences aimed at. It is also clear that the only reason why seamen are excepted is that they can be dealt with under the Merchant Shipping Acts. Section 225 (*e*) of the Merchant Shipping Act, 1894, provides that every "seaman lawfully engaged" shall be liable to a maximum punishment of twelve weeks' imprisonment, with hard labour "if he combines with any of the crew to disobey lawful commands or to neglect duty, or to impede the navigation of the ship or the progress of the voyage." Persons not seamen are also liable, under section 236, for persuading or attempting to persuade a seaman not to join his ship, but they are only liable to a fine not exceeding £10. "Seaman" is defined, both in this Act and in the repealed Act of 1854, as every person "employed or engaged in any capacity on board any ship"—with certain exceptions not material to this case. If, then, the argument for the defence were sound, persons like the prisoners, who act as they did, would not be liable at all under the Conspiracy Act, and would only be liable to a fine under the Merchant Shipping Act. Why should such persons be so favoured? It seems plain that "seaman" in the former Act must be construed as referring to those persons so defined in the latter Act. The Merchant Shipping Acts use the word "seaman," not as equivalent to seafaring man, but as a description of a man actually under engagement to serve in some capacity on board a certain ship. There can be little doubt that the court were right in affirming the conviction. Any other decision would lead to the absurdity of a large number of persons being practically exempted from the provisions of a penal statute for no sort of reason.

The rule that a married woman restrained from anticipation cannot by her own act annul the restraint, has received a curious illustration in the recent case of *Lady Bateman* v. *Faber* (1897, 2 Ch. 223), the judgment of Kekewich, J., in which has this week been affirmed by the Court of Appeal. The defendant sought to establish that a married woman was bound by her admission, made in good faith but untrue, that a certain event had taken place, the occurrence of which would have determined her life interest which she was restrained from anticipating. The facts of the case were shortly as follows: The plaintiff was entitled to the income of certain property during her life for her separate use without power of anticipation, subject however to a proviso that if at any time she should succeed to an income in her own right of £8,000 or more per annum for her separate use, then her life interest should determine and the property should be held in trust for her husband. The husband's interest in the property was mortgaged by him as collateral security to a creditor, whose executor was the defendant Faber. Subsequently, upon the death of her brother, the plaintiff became entitled to a life interest in the Kerrison estates, and thereupon the question arose whether the proviso had not taken effect. Acting under the advice of her then solicitor, and in order to enable her husband to obtain easier terms with his creditors, the plaintiff executed a Deed Poll, whereby she admitted that, in the events which had happened, the proviso had taken effect in consequence of her having fulfilled the condition, and she thereby released the first-mentioned property from all claims in respect of her life interest therein. As a result of the Deed Poll, the plaintiff's husband was able to arrange with his creditor for a reduction in the rate of interest on the loan, and for repayment of the capital on advantageous terms. Subsequently, the plaintiff found that, owing to prior incumbrances, the income which she derived from the Kerrison estates did not amount to £8,000 per annum, and she consequently brought the present action claiming a declaration that she had not succeeded to the requisite income, and that her admission in the Deed Poll was not binding upon her. It was to this latter question that the point at issue was confined at the trial. The defendants did not deny that the plaintiff was restrained from dealing with the property, but they argued that the question involved was simply one of fact—namely, Had the plaintiff succeeded to the specified income or not? No better evidence to prove the fact could be produced than the express admission of the plaintiff herself contained in the Deed Poll. The fact of her succession being thus proved by the best evidence obtainable, the condition in the proviso had been fulfilled, and *ipso facto* her interest had determined. Kekewich, J., however, said that it made no real difference whether the defendants put their case in this way, or argued at once that the plaintiff could evade the restraint on anticipation; whichever way their case was put, the result was the same—viz., the restraint on anticipation was disregarded and the life interest was got rid of by her own act. It might be said that the admission only affected the life interest and not the restraint on anticipation; but in his lordship's opinion this was a fallacy, for the interest and the restraint were inseparable, and in destroying the one you destroyed the other; and he therefore held that the plaintiff, being restrained from anticipation, could not by any act of hers bring about a cesser of her life interest. As the Master of the Rolls said, the result of the decision is that a married woman can play fast and loose to an extent to which no other person can.

The reasoning which found favour with Rigby, L.J., in delivering his dissentient judgment in *Badische Anilin Fabrik* v. *Bindschedler* (45 W. R. 481) has not prevailed in the House of Lords, and foreigners, or Englishmen carrying on business abroad, are perfectly free to make use of the Post Office as a means of infringing English patents. The plaintiffs are a German company who have an English patent for an orange dye. The defendant is a manufacturing chemist at Basle who makes a dye which is covered by the patent. In June, 1895, Johnson & Co., a London firm, ordered from Bindschedler a parcel of his dye to be sent by post, and the dye was, in the usual course of Bindschedler's business, sent to forwarding agents at Basle and by them despatched through the post to Johnson & Co. The plaintiff company took proceedings for infringement of their patent against both Johnson & Co. and Bindschedler, but the former at once submitted to an injunction. Bindschedler appeared to the writ and contested

the company's claim, on the ground that what he had done was confined to Switzerland where the patent was not in force, and that for the delivery of the dye to JOHNSON & Co. he was not responsible. However hard this view may be for English patentees, it has been accepted as correct by the majority in the Court of Appeal (LINDLEY and A. L. SMITH, L.JJ.) and unanimously by the House of Lords. JOHNSON & Co. had themselves named the Post Office as the agents by whom the dye was to be transmitted, and, according to the settled rule, the dye was delivered to the Post Office as the agents for the purchasers. Upon such delivery BINDSCHEDLER's connection with the matter ceased and he was not responsible for the passage of the goods into England. RIGBY, L.J., in dissenting from this view, regarded the course pursued by BINDSCHEDLER as being the same as if the two countries had been contiguous and he had himself thrown the parcel of dye across the border, but the analogy does not correspond to the actual facts. The parcel was brought into England by the purchasers' agents, and the responsibility was on the purchasers and not on the vendor. Even were the law different, it would as a rule be impossible to proceed effectually against foreign manufacturers. BINDSCHEDLER chose to appear to the writ, but it would seem to have been perfectly competent for him to object to the jurisdiction and to have got the writ set aside. English patentees will have to devise some other means of getting over the difficulty.

THE Court of Appeal have had no hesitation in affirming the judgment of BYRNE, J., in *Re Peveril Gold Mines (Limited)*. The tendency of the courts is to insist upon the observance of the statutory conditions under which companies are formed, and amongst these essential conditions must now be reckoned the right of members of the company to present a petition for winding up the company. Under section 82 of the Companies Act, 1862, contributories of the company—a term which includes paid-up shareholders (*National Savings Bank Association*, L. R. 1 Ch. 547)—are entitled to present a winding-up petition; but the articles of association of the Peveril Gold Mines (Limited) attempted to restrict this right by requiring that a member of the company should not petition unless by consent of two directors, or in pursuance of a resolution passed by a majority at a general meeting, or unless the petitioner or petitioners held not less than one-fifth of the issued capital. The only way of supporting this article was to treat it as a contract binding on all the members of the company, but any such contract, so far as it flows from the constitution of the company, and is not peculiar to an individual shareholder, is subject to the limitations imposed by the Acts under which the company is established. The passage quoted by the Master of the Rolls from the judgment of Lord MACNAGHTEN in *Welton* v. *Saffery* (45 W. R., p. 515; 1897, A. C., p. 324) puts this point very clearly: "These companies are the creatures of statute, and by the statute to which they owe their being they must be bound in regard to shareholders as well as in regard to creditors in all matters coming within the conditions of the memorandum of association." In the present case, indeed, the memorandum of association was not in question, but even that document cannot interfere with the statutory conditions inherent in the constitution of the company. Technically shareholders may not be entitled to plead that they have not read the articles, but in practice they rarely do read them; and it is important that such rights as the Legislature has conferred should not be interfered with.

A dinner was given at the Grand Hotel, Charing Cross, on Wednesday evening, by the justices of the peace for the county of Middlesex and members of the Middlesex County Council, to Mr. R. M. Littler, C.B., Q.C., the chairman of the Court of Quarter Sessions, and chairman of the Middlesex County Council. Sir F. Dixon-Hartland, M.P., presided.

Notification is given of an intended application to Parliament next Session by the Honourable Society of the Inner Temple for an Act to modify and amend section 28 of the Thames Embankment Act, 1862, and to authorize the society to erect and maintain buildings upon so much of the reclaimed land belonging to them as lies between the southern extremity of the buildings proposed to be erected in extension of King's Bench-walk and the northern side of the tunnel of the Metropolitan District Railway.

FALSE PRETENCES.

A MAN without any money in his pocket goes into a restaurant, orders a good dinner, eats it, and then tells the proprietor he has no money and cannot pay. How is the law to deal with a person who deliberately and fraudulently acts in this way? Cases of the kind frequently occur in London and other large towns, and the magistrates have found this question very hard to answer in a satisfactory manner. It has, however, now been answered in a considered judgment of the Court for the Consideration of Crown Cases Reserved. Therefore, as far as practice goes, the matter is settled; but probably many lawyers will disagree with a good deal of the judgment.

The case (*Reg.* v. *Jones*) was stated by the Recorder of Worcester, and the facts, as far as a question of law is concerned, were as stated above, and precisely the same as in all these cases. The prisoner was indicted in two counts. The first charged him with having falsely pretended to the prosecutor that he was then able to pay him for certain food, and that he then had and possessed sufficient money to pay for the food, by means of which false pretence he obtained the food from the prosecutor. The second count was framed under section 13 (1) of the Debtors Act, 1869, which provides that any person shall be guilty of a misdemeanour "if, in incurring any debt or liability, he has obtained credit under false pretences or by means of *any other fraud*." The recorder told the jury that, before convicting the prisoner, they must be satisfied that he intended to represent his then present ability to pay, that he knew at the time his inability to pay, that the food was supplied to him in consequence of his representation, and that he had an intention to defraud. The jury convicted the prisoner on both counts.

Now, it is quite clear in such a case that the prosecutor intends to part with the property in his goods. He knows that the goods from their nature can never be recovered, and, by supplying the customer without asking for prepayment, he consents to the goods being immediately consumed. The offence, then, cannot possibly be larceny, whether by a trick or otherwise, and the court intimated that this is beyond argument. Those London magistrates, therefore, who have been in the habit of treating this offence as larceny, and dealing with it summarily, will henceforth have to adopt a different course. If the court had come to the conclusion that there was evidence that the prisoner had been guilty of larceny, the conviction on the first count would certainly have been right, for by section 88 of the Larceny Act, 1861, a person is not entitled to be acquitted on an indictment for obtaining goods by false pretences if the evidence shews that he was really guilty of larceny. The question, therefore, had to be answered whether or not there was evidence to justify the jury in convicting the prisoner of obtaining the goods by false pretences.

It was admitted that he spoke no words which could be construed into a false pretence, and that he did no act to induce the prosecutor to believe anything false, beyond ordering the food and consuming it. It was argued that to convict a person of having made a false pretence by conduct, more than this must be proved, and that it is necessary to shew that he actively did something to induce the false belief, and did not merely passively allow the prosecutor to form the false impression. This view the court took, and came to the conclusion that, under the circumstances, there was no evidence upon which the prisoner could properly be convicted upon the first count. At the same time, however, the court intimated that it was not intended in any way to throw doubt upon the cases which decide that there may be a false pretence by conduct alone, such as *Reg.* v. *Barnard* (7 C. & P. 784), where a person at Oxford, not a member of the university, put on a cap and gown, thereby obtaining goods on credit as if he were an undergraduate, and it was held he was properly convicted of obtaining the goods by a false pretence.

Upon the second count of the indictment, the court held that clearly there was an obtaining of credit. The prisoner was supplied with goods on the implied agreement that he would pay for them in the future, that is to say, at the end of the meal, and the shortness of the time for which credit was given

was not material. The court also held that there was ample evidence to prove fraud. The ordinary custom is, that persons eating at restaurants shall pay for the food soon after they have consumed it, and before they quit the premises. The prisoner knew that the food was supplied to him in the belief that he would follow the ordinary custom, and he also knew when he consumed it that he was not in a position to pay for it. This was clearly fraud, and therefore the prisoner was properly convicted on the second count. With this argument it is difficult to find any fault, and it is satisfactory to find that the court has approved of one method by which this offence can be punished, as many magistrates have treated it as if it were merely ground for a civil action for the price of the food.

It is, however, respectfully submitted that the court was wrong in holding that there was no evidence to support the first count. It was allowed by the court that a person may make a false pretence by conduct alone, without making any false statement in words. It was also recognized that it is the universal custom for persons dining at restaurants to pay immediately after the meal, and it was held (in effect) that the prisoner's fraud consisted in taking unfair advantage of this custom. Now, a false pretence is a false and fraudulent representation as to some existing fact, which may be made either by words or by conduct. Nearly every one who dines at a restaurant, at the time he orders his dinner has money in his pocket sufficient to pay for it. Certainly the customer is supplied by the restaurant keeper only in the belief that he is then possessed of so much money, and is able and willing, when he has eaten his dinner, to pay the ordinary and reasonable charges. Is it not fair, then, to conclude that a person who enters a restaurant and orders dinner in the usual way, does, by those very acts, hold himself out to the proprietor as one in the position of other persons who act in a similar manner—*i.e.*, he by his conduct represents that he has in his pocket at the time enough money to pay for what he orders? If, after having made this representation, it turns out that he has not enough money, and that he knew it, and intended to defraud, surely he has made a false representation as to an existing fact and is liable to be convicted of obtaining the food by a false pretence. The court held that there was evidence of fraud. But in what did the fraud consist? Unless the fact that he deliberately acted in such a manner as to get the food by leading the prosecutor to believe he was possessed of money to pay for it constituted the fraud, it is difficult to see in what it did consist. And if so acting was the fraud, the line between such a fraud and a false pretence is so fine as probably to be invisible to the majority of eyes.

CORRESPONDENCE.

THE LAND TRANSFER ACT, 1897.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It may be impolitic for solicitors openly to combine together for the purpose of offering any purely professional opposition to the adoption of this Act. Those professional persons, however, who are personally, and perhaps pecuniarily, interested in its adoption are evidently determined, from the course of action which is being pursued, to bring it into operation as speedily and as extensively as possible.

I quite recollect the discussion which took place in the expiring hours of the last Parliamentary Session, when, by a mere fluke, this Act was considered and passed, in the absence of many of the Parliamentary representatives of metropolitan constituencies, who had then departed for well-earned repose.

It was distinctly understood that the City of London was to be excluded, yet it is a fact that the Privy Council, on the motion of the Lord Chancellor, are appealing direct to the City of London to give the measure a trial.

When this is considered, and also the fact that for some time past daily advertisements have appeared in the *Times* newspaper inviting purchasers and mortgagees to search at the Land Registry, as if they could not trust their legal advisers to make such searches, whenever necessary, and so to advertise the business of the department, one cannot help thinking that the Land Registry officials are a body of gentlemen who require considerable looking after and watching.

It is not usual for public departments of the State to advertise for business. The merits of the department are generally supposed to be sufficient to attract the public attention without resorting to the machinery of public advertisement.

It is evident that, now the authorities have obtained the Act, they are resolute and determined to put it into force as extensively as they possibly can.

Solicitors and their clients are not likely to receive much consideration, and Parliamentary promises and assurances will be plainly disregarded whenever their operation is found to be inconvenient.

The Lord Chancellor may be well content for his name to be associated with the passing of the Act. Having accomplished this object, one cannot help desiring that all feeling of partizanship hostile to solicitors and their clients, and in support of officialism, should now be dropped, and that the judicial fairness which the great body of the profession may expect to receive from the hands of the Lord Chancellor and the Attorney-General should be resumed, and that the ardour of interested officials should be restrained within reasonable limits.

The compulsory provisions of the Act are either good or bad.

There is a considerable difference of opinion on this point, and probably the opinion materially preponderates in favour of the latter view, as is abundantly evidenced from the able references to this subject at the last annual provincial meeting of the Incorporated Law Society.

If the compulsory system is good, by all means let it be tried and succeed; but if it is bad, by all means let this be discovered with as little delay and with as few harmful results as possible.

The Yorkshire people have got in them a good deal of backbone, and when they combine they generally manage to get their way. I admire them for this.

I hope, however, that London solicitors, their London clients, and London owners of property will not be less wanting in backbone, and will take good care that the London County Council, the Corporation of London, and whoever else it may concern, shall have properly put before them all the facts relating to the case. Nothing could be better than that they should receive, and be asked to read, some of the papers read at the recent provincial meeting at Sheffield. What, however, is everybody's business generally results in being no one's business. Hence the necessity of some small informal organization to educate the authorities with whom rests the responsibility of determining whether, if a man wants to dispose of his freehold or perhaps leasehold interest in his property, he must wait the convenience of some department of the State, and if he wants unexpectedly and hurriedly to borrow money of his bankers to oblige a friend or to meet an imperative need, he can only have to take with him a piece of paper or parchment, which will supply no real information to the banker, and practically prevent the freeholder, and perhaps also the leaseholder, from turning to immediate beneficial account the property which, by a life of diligence and reasonable thrift he has managed to secure for the benefit of himself and the generation in which he lives.

What with the death duties recently imposed upon landed property and what with this proposal to fetter a man in the disposition of what is his own, one is apt to think that it may be best after all to follow the example of the spendthrift and spend what you possess on present gratifications and leave the State to support you in your declining years in case of need.

Solicitors in London are so devoted to the business of their clients, and so busy, that they are apt to become very apathetic with regard to the legislation affecting the just interests of themselves and their clients. But solicitors, as citizens, have nevertheless duties to discharge, and I do hope that my professional brethren resident in the metropolis will not fail to remind their representatives in the Corporation of London and on the London County Council that it is well worth considering whether the metropolis should be the first place to be experimented upon for the purposes of the Act, bearing in mind that the experiment once tried will be practically irrevocable so far as that district is concerned; and that they will accordingly see that the experiment, if it is to be tried, is confined within reasonable limits—say, to so much of the large county of Middlesex as is situated within the jurisdiction of the London County Council, or to some smaller area, and that all the facts and circumstances are impartially placed before the London County Council and the Corporation of London.

Many solicitors are owners of property and therefore quite as much affected as the general public.

The sole opposition of solicitors to this measure has been caused by their experimental knowledge of the fact that the system of transfer proposed is not to the real interests of the public, while at the same time it may be detrimental to the interests of the profession.

Some informal organization may be necessary, and perhaps it would not be out of the way for a few solicitors, owners of property in the county of London, to meet in Chancery-lane and discuss the position, not from a professional point of view, but solely in the interests of the public.

W. J. FRASER.

2, Soho-square, W., Dec. 1.

THE PUBLICATION OF ACTS OF PARLIAMENT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In the early part of this year I obtained, on behalf of a local authority, a provisional order under the Electric Lighting Acts. This order was duly confirmed by Parliament some time last session.

In order to complete my papers, I have been anxious to obtain a print of the Act by which the order was confirmed, but although I have made repeated enquiries of Messrs. Eyre & Spottiswoode and have arranged with them to send me a print as soon as ready, I have not yet obtained it.

I do not even know the date on which the Act became law, and it is only by reference to the index to the Law Reports that I have been able to get at the title and reference to the Act.

I cannot conceive why there should be four or five months' delay in printing these Acts, and I think public attention should be called to the matter. W. H. W.

London, Dec. 1.

NEW ORDERS, &c.

LAND TRANSFER ACT, 1897.

Privy Council Office, Whitehall, November 26, 1897.

Notice is hereby given that the following Draft Order has been prepared in pursuance of section twenty of "The Land Transfer Act, 1897," and that the existing Land Registry in Lincoln's-inn-fields is intended to be the place for the Registry under the Act, together with such other places as may be thought proper, having regard to the convenience of the districts to be affected by the Order:

DRAFT.

At the Court at , the day of , 1898.

PRESENT,

The Queen's Most Excellent Majesty in Council.

Pursuant to the twentieth section of "The Land Transfer Act, 1897," Her Majesty, by and with the advice of Her Most Honourable Privy Council, is pleased to order and declare, and it is hereby ordered and delared as follows:

As respects the County of London, on and after the first day of July, one thousand eight hundred and ninety-eight, Registration of Title to land is to be compulsory on sale.

This Order may be amended or added to or repealed by Order in Council.

CASES OF THE WEEK.

Court of Appeal.

BATEMAN (LADY) *v.* FABER. No. 2. 29th Nov.

MARRIED WOMAN—RESTRAINT ON ANTICIPATION—RELEASE—ADMISSION—ESTOPPEL.

This was an appeal against a decision of Kekewich, J. The facts were as follow: By an indenture dated the 26th of June, 1867, Lord Bateman mortgaged his life interest in the Kelmarsh and Shobdon Court estates to the executors of Lady Kerrison's will to secure a sum of £11,430, representing trust funds under the will advanced to Lord Bateman; and, subject to trusts for repaying the loan, the executors were to pay the surplus rents and profits of the estates to Lady Bateman, the wife of Lord Bateman, during her life for her separate use without power of anticipation, "Provided, nevertheless, that if at any time the said Lady Bateman shall succeed to an income in her own right of £8,000 or more per annum for her separate use, then and in such case the trusts in and by this indenture lastly hereinbefore declared shall absolutely cease and determine, and after the determination of the trust lastly hereinbefore declared (but subject and without prejudice to the trusts hereinbefore declared) upon trust for the said Lord Bateman." Lord Bateman subsequently mortgaged such interest as remained to him to Mr. Andrew Montagu as a collateral security for £110,000. In July, 1886, Lady Bateman became entitled to a life interest in the Kerrison Estates in Norfolk, Suffolk, and Middlesex, and a question was soon afterwards raised by Mr. Montagu whether or not the plaintiff had "succeeded to an income in her own right of £8,000 or more per annum for her separate use," so as to bring into operation the above-mentoined proviso. Lady Bateman was ultimately advised by her then solicitor (who had since died) that now she was tenant for life of the Kerrison Estates she must be considered as having succeeded to an income of £8,000 within the meaning of the proviso. On the 4th of March, 1890, Lady Bateman, relying on this advice and being desirous of enabling her husband to obtain better terms from the mortgagee, Mr. Montagu, executed a deed-poll whereby she expressly admitted that her life interest in the Kelmarsh and Shobdon Court estates had determined under the proviso and released that life interest in favour of Lord Bateman. In consequence of and subsequently to the deed-poll, Mr. Montagu entered into agreements with Lord Bateman whereby the rate of interest on the £110,000 loan was reduced, and payment was arranged for on terms favourable to Lord Bateman. Subsequently, however, Lady Bateman discovered, as she alleged, that her income from the Kerrison estates did not amount to £8,000 a year, inasmuch as she took subject to numerous prior encumbrances, so that the deed of 1890 was executed under a wrong state of facts, and was therefore inoperative to affect the interest secured to her by the deed of 1867. Accordingly, she brought this action against the executor of the mortgagee, Mr. Montagu, who had died, the persons to whom Lord Bateman had conveyed his life estate in the Kelmarsh and Shobdon estates subject to the mortgage, and Lord Bateman himself, claiming a declaration that she, the plaintiff, had not at any time since the execution of the deed of 1867 succeeded to an income in her own right of £8,000 or more per annum for her separate use within the meaning of the proviso; and also a declaration that the admission by the plaintiff in the deed-poll of 1890 was not binding upon her in respect of the income to which, under the deed of 1867, she became entitled for her separate use without power of anticipation, and that, notwithstanding the deed-poll, she had always been and still was entitled to that income. Kekewich, J., held that, by reason of the restraint on anticipation, Lady Bateman could not bind her interest by the admission, and that her right to receive the income continued notwithstanding the deed-poll. The defendant Faber appealed.

THE COURT (LINDLEY, M.R., and CHITTY and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal.

LINDLEY, M.R.—The case is new and important to lawyers as well as socially; but the conclusion at which I have arrived is that it is impossible to reverse the decision of Kekewich, J., unless we are prepared to make law a proposition which I do not believe is law. If we reverse the decision we must say that it is possible for a married woman to get rid of a restraint upon anticipation by telling an untruth, on which another person has acted. I agree that it is a question of fact; but what is the evidence before the court? We have a deed in which the plaintiff states that she has succeeded to an income in her own right of more than £8,000 a year. The first question is whether that deed is admissible in evidence. I think it is, and that it is an admission that she did so succeed. Then she says: "I made a mistake, and claim relief on the ground of mistake." The answer is: "You are not entitled to take advantage of that circumstance because Mr. Montagu has changed his position in reliance on your statement, and therefore you are estopped from denying its truth." As regards anyone except a married woman restrained from anticipation, that would be a good answer; but if that be so as regards her, you enable her by telling an untruth to deprive herself of the protection which the court desires to afford her. In my opinion that cannot be done. The authorities shew that a married woman cannot, even by her own fraud, deprive herself of this protection. The policy of the law I say nothing about, but it has been sanctioned by Parliament in the Married Women's Property Act. The result is that a married woman can play fast and loose to an extent to which no other person can.—COUNSEL, *Sir E. Clarke*, Q.C., *Renshaw*, Q.C., and *Brabant; Warrington*, Q.C., and *Beaumont*. SOLICITORS, *Greenfield & Cracknall; Munns & Longden*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

***Re* HUGHES. BRANDON *v.* HUGHES.** Kekewich. J. 18th Nov.

MARRIED WOMAN—PROTECTION ORDER—CONTRACT—"FEME SOLE"—DIVORCE AND MATRIMONIAL CAUSES ACT, 1857 (20 & 21 VICT. c. 85), ss. 21 AND 26.

The facts of this case were as follows: In February, 1880, Mrs. Walker obtained a protection order against her husband under section 21 of the Divorce and Matrimonial Causes Act, 1857. This order was never discharged. By an indenture dated the 6th of March, 1880, Mrs. Walker covenanted to pay Mr. J. C. Stogdon on a certain date the sum of £450 and any other sums due from her on the footing of the security therein contained. The money was not paid. Mrs. Walker died on the 24th of March, 1896, having by her will exercised a general power of appointment over certain funds. The funds so appointed constituted all Mrs. Walker's property at her death. This was a summons by Stogdon's assignee, in an action for the administration of Mrs. Walker's estate, asking that his claim to prove as a creditor for the moneys due under the indenture of the 6th of March, 1880, might be allowed.

KEKEWICH, J., in giving judgment, said: It seems to me that I cannot reject this claim without saying that the Act of 1857 does not mean what it says. Section 21 of the Act says that if any such order for protection as is contemplated by that section be made, "the wife shall during the continuance thereof be and be deemed to have been, during such desertion of her, in the like position in all respects, with regard to property and contracts, and suing and being sued, as she would be under this Act if she obtained a decree of judicial separation"; and section 26 says that, "in every case of a judicial separation the wife shall, whilst so separated, be considered as a *feme sole* for the purposes of contract, and wrongs and injuries, and suing and being sued in any civil proceeding." It has been argued in opposition to this claim that we are now dealing with the property of the wife and not with her contract, and the case of *Hill v. Cooper* (41 W. R. 500; 1893, 2 Q. B. 85) was relied on in support of that argument. That case, however, decided that a married woman who has obtained a protection order is still a married woman, and that a restraint upon anticipation still remains attached to property which was hers before the order. It was a case under section 25 of the Act, and does not deal with the question now before me, for I am dealing with a question of contract and not with a question of property. Sections 21 and 26 read together say that a married woman shall be considered as a *feme sole* for

the purposes of contract, and therefore I think she can enter into a contract freed from those restrictions which are imposed upon married women for their own protection. Mrs. Walker did enter into such a contract with Mr. Stogdon. The case of *Re Ann* (1894, 1 Ch. 549), which was referred to in argument, is a case upon a different statute and does not apply. Relying, therefore, simply upon the 21st and 26th sections of the Act, I decide that Mr. Stogdon's assignee can prove for his debt.—COUNSEL, *Warrington*, Q.C., and *Downey*; *Tannar*. SOLICITORS, *J. C. Stogdon*; *G. S. & H. Brandon*.

[Reported by R. J. A. MORRISON, Barrister-at-Law.]

Re **SMYTH, LEACH** *v.* **LEACH.** Romer, J. 27th Nov.

INLAND REVENUE—PROBATE DUTY—PROCEEDS OF PLANTATION IN JAMAICA—ENGLISH TESTATOR—LIABILITY TO PROBATE DUTY OF THE ESTATE OF ENGLISH LEGATEE.

This was a petition for the distribution of funds subject to the trusts of the will dated May, 1837, of Francis G. Smyth, who died in June, 1839. A question arose as to the payment of probate duty in respect of a share bequeathed to an English legatee of the proceeds of sale of a West Indian plantation which was devised, after the expiration or failure of certain prior interests, in trust for sale and division of the proceeds. The legatee died before the expiration of prior interests for life, and the question was whether his share ought to be regarded as an English or a foreign asset.

ROMER, J.—The question as to probate duty which arises in this case may be shortly stated as follows: A testator, who at the dates of his will and death was living and domiciled in England, made an English will whereby, in effect, he devised and bequeathed a plantation in Jamaica to trustees upon trusts for the benefit of certain persons for life and their issue, and upon the deaths of those persons and failure of issue upon trust to sell the plantation and divide the proceeds amongst several persons therein named. The trustees were at the above dates domiciled in the United Kingdom, and one of them after the testator's death proved the will in England and acted as trustee, and as trustee in this country held the plantation upon the trusts of the will. The trust for sale ultimately took effect, and the proceeds of sale of the plantation became divisible amongst the several persons named in that behalf in the will or their legal personal representatives. One of those persons (I will call him the legatee), who was at the time of his death living and domiciled in England, died while the persons entitled for life were in existence, and the question is whether probate duty is not payable here on his death in respect of his interest under the will. Now that interest was admittedly of the nature of personalty, and the question, therefore, narrows itself down to this—Is the interest to be considered an English asset or to be treated as foreign because the plantation was situate in Jamaica? In my opinion it is to be regarded as an English asset. The case is governed by the principles which led to the decision of the *Attorney-General* v. *Lord Sudeley* (44 W. R. 340; 1896, 1 Q. B. 354), and the judgment of Lopes, L.J., as reported in the L. R., 1896, 1 Q. B., at p. 363, applies almost word for word to the case before me, and that judgment was approved of and adopted by the Lords in the House of Lords when it came for consideration before them on appeal: *Sub. nom.*, *Sudeley*, *Lord*, v. *Attorney-General* (45 W. R. 305; 1897, A. C. 11). At the time of his death the only right the legatee had in the case before me was to have the trusts of the will duly performed, and in particular to have the trust for sale carried into effect at the due time, and the net proceeds of the sale, after paying costs and the expenses of the trustee, divided between the legatee and the other persons entitled. As matters stood he was not entitled to the plantation itself or to any specific part or share of it. The trustee was not a trustee of the plantation or of any specific part or share of it for him; all he was entitled to was his proportion of the net proceeds of the plantation after realization. He had no claim against the plantation to recover it or any portion of it; that was a claim enforceable only by the trustee. The right of the legatee as against the trustee was only to have the trusts of the will administered. Administered where? The testator was domiciled in England, his will was proved in England, his trustee was in England, and the money recoverable would in the ordinary and proper course be brought to England. The trustee could be properly and in the ordinary course sued in the English court by the legatee, who was in England. The asset was an English equitable chose in action, recoverable in England, and an English and not a foreign asset, and as such subject to probate duty here. It was suggested as against the Crown that possibly under some circumstances an action might have been brought by the legatee to enforce his rights in Jamaica. I am bound to say that at present I do not see what action could have been properly brought there. But even admitting that, under some conceivable circumstances or change of circumstances, some action might have been brought there, the question is not in what place under extraordinary circumstances an action might be brought, but what place under existing circumstances was the natural and proper place in which the legatee should enforce his rights? In other words, what was the proper forum for deciding upon the legatee's claim? and the answer to this clearly is that the forum was English. And in reference to this view I may refer to the case of *Re Cigala's Trusts* (26 W. R. 257, 7 Ch. D. 351) and the observations of Jessel, M.R., in that case. I therefore decide that the probate duty is payable.—COUNSEL, *Neville*, Q.C., and *R. J. Parker*; *Vaughan Hawkins*. SOLICITORS, *Norris, Allens, & Chapman*; *Solicitor of Inland Revenue*.

[Reported by J. F. WALEY, Barrister-at-Law.]

LOVETT *v.* **LOVETT**, Romer, J. 24th and 25th Nov.

VOLUNTARY SETTLEMENT—CONSTRUCTION—ESTOPPEL.

Action. In this action the plaintiff asked for a declaration that, subject to the life interest of her mother, she was entitled to certain property contained in her parents' marriage settlement free from the trusts of a voluntary settlement, which she had executed when an infant shortly after her marriage. She married at the age of sixteen on the 28th of January, 1892. The voluntary settlement was dated the 27th of July, 1892. At that date the plaintiff had no property in possession, but she had a vested interest liable to be divested by the exercise of her mother's power of appointment and subject to her mother's life interest in certain property comprised in her parents' marriage settlement dated the 15th of April, 1874; and she was also entitled, under the will of her father, to other property in fee in reversion expectant on the death of her mother. The action was with regard to the former—the settlement property. The voluntary settlement in question contained recitals to the effect that the plaintiff, therein referred to as the settlor, was entitled to certain property under her parents' marriage settlement, no mention was made of the overriding power of appointment possessed by her mother, and the settlor assigned and conveyed to the trustees all her reversionary interest in the property subject to the said settlement and under the father's will. In one operative part reference to the property was made in the words, "to which she is entitled under the principal indenture of settlement," the parents' marriage settlement being thereby meant. On the 5th of August, 1897, the plaintiff's mother exercised her power of appointment by a deed-poll, whereby she appointed all the property subject to the marriage settlement of 1874 to the plaintiff absolutely subject to her own life interest, and on this it was contended on behalf of the plaintiff that she was entitled to the property in reversion absolutely free from the trusts of the voluntary settlement, on the ground that she took an overriding title by the exercise of the power of appointment in her favour. Against this it was contended that she was estopped from setting up any other title to that which the voluntary settlement represented her as having, and which she had thereby settled the property. Reference particularly was made to the cases of *Heath* v. *Crealock* (23 W. R. 95, 10 Ch. 22) and *Sweetapple* v. *Horlock* (27 W. R. 865, 11 Ch. D. 745).

ROMER, J., said he had come to the conclusion that the plaintiff was entitled to the relief she prayed for. The cases had established that if a person assigned his interest in property, either real or personal, to which he was entitled in default of appointment, and afterwards obtained a title to this property by virtue of an exercise of the power of appointment, he could claim to have the property without being subject to the settlement, the reason being that the interest he obtained by the exercise of the power was distinct from what he had in default of such exercise. In the case before him the deed of settlement was by an infant. *Primâ facie* it would only pass the interest that she then had and not what she might afterwards acquire. The words of the settlement were consistent with this, and, treating the matter as a question of construction, his lordship did not think that he ought to construe the deed as intended to pass what the plaintiff might in the future possibly acquire. In the settlement there was no reference to the power of appointment, and there was no covenant or any words to bind the mother not to exercise the power of appointment. The main contention of the trustees was based on the recitals in the deed as to the plaintiff's title, but, on looking at these recitals, it would be seen that so far as they went they were accurate, inasmuch as matters then stood, the plaintiff, the settlor, was entitled to the property subject to the mother's life interest, although the recital was incomplete, inasmuch as it did not state that her interest was liable to be defeated by the exercise of the power by the mother. But giving the recitals a reasonable construction, and making them if possible accord with facts, they should be treated as a statement of what the settlor's interest then was, and, in his lordship's opinion, the settlement was only intended to pass such interest as she then had, not what she might afterwards acquire. It was not a case of estoppel. The doctrine of equitable estoppel could not be applied in favour of a volunteer, nor was there any estoppel raised by the words used to convey the property; it was an innocent conveyance; nor on the ground of misrepresentation, as the recitals, so far as they went, were accurate, and on these grounds his lordship declared that the plaintiff was entitled to have the property free from the settlement.—COUNSEL, *Neville*, Q.C., and *Leigh Clare*; *Lovett*, Q.C., and *Dickinson*; *J. Ashton Cross*. SOLICITORS, *Cridland & Nell*; *Janson, Cobb, & Pearson*; *Godfrey & Robertson*.

[Reported by RALPH B. PHILLPOTTS, Barrister-at-Law.]

High Court—Queen's Bench Division.

Re **AN ARBITRATION BETWEEN THE LONDON COUNTY COUNCIL AND THE CITY OF LONDON BREWERY CO.** Div. Court. 11th and 26th Nov.

LONDON COUNCIL COUNCIL—NEW STREET—IMPROVEMENT CHARGES—VALUATION—TIED LICENSED PREMISES—EVIDENCE OF TAKINGS AND PAYMENTS—VALUE OF THE TYING COVENANT—"TRADE INTEREST"—LONDON COUNTY COUNCIL (TOWER BRIDGE SOUTHERN APPROACH) ACT, 1895 (58 & 59 VICT. C. CXXX.).

In this case, stated to be the first on what is commonly known as the betterment question, there was an award by the arbitrator appointed by the Local Government Board to make an initial valuation, under the London County Council (Tower Bridge Southern Approach) Act, 1895, in respect of certain "tied" licensed premises. This award was, by an order of the court, made in the form of a special case for the opinion of the Queen's Bench Division. By the above Act the London County Council was authorized to make a new street on the south side of the River Thames as an approach to the Tower Bridge, and for that purpose to take certain lands compulsorily. By section 36 property contiguous to

the proposed new street is styled "the improvement area," and it is provided that the lands included in such area are liable to have an improvement charge placed upon them in respect of "any substantial and permanent increase in value which it is clearly shewn has been derived from the improvement." For arriving at the improvement charge a valuation is to be made of the property before the improvement is made. This is called the "initial valuation." The valuer is to separately value the interest of the owner of the site and buildings, and the interest of any lessee thereof for twenty-one years unexpired, excluding from each such valuation any "trade interest." After the improvement is completed an assessment is to be made by the London County Council of the amount which the council alleges is the enhanced market value derived by the property from its improvement. Subject to the right of the parties interested to object to assessment, and have the same decided by arbitration, (*a*) the property is to have a charge equal to 3 per cent. per annum on half the enhanced market value, or (*b*) the owner may require the county council to purchase the property at the amount of the initial valuation. In the present case the brewery company are the freeholders of a public-house called the "Old Rose." This is situated within the above-mentioned "improvement area," and is subject to a lease, of which less than twenty-one years was unexpired, granted by the company to one W. Clements, which lease reserves, besides an annual rental, the right to exclusive supply of the malt liquors consumed in the house. When the arbitrator was making the "initial valuation," the question arose as to the meaning of the words "excluding from each such valuation any trade interest" in section 36 of the Act, and whether therefore the value of the covenant tying the licensed premises was to be taken into account. The questions for the opinion of the court were: (1) Whether, according to the true construction of the said Act, evidence of the takings and payments of the public-houses, 42 and 44, Tanner-street, was admissible; (2) Whether (the "Old Rose," being let on a lease whereof nineteen years are unexpired at a rental of £100 per annum, subject to the ordinary covenant tying the purchase of malt liquors to the lessors) in arriving at the value to the lessor's interest, the value of such covenant is to be excluded. The arbitrator then stated alternative findings of the figures according to the result of the judgment of the court. There was, besides the case of the "Old Rose," that of another public-house not a tied house. This was dealt with in the judgment in the court.

THE COURT (WRIGHT and KENNEDY, JJ.) took time to consider their judgment.

On the 26th of November the written judgment of the court was delivered by WRIGHT, J. After stating the facts of the case and referring to the sections of the Act bearing upon the case, the learned judge said: The questions for decision in the present case arise in relation solely to the "initial valuation" of the properties. In the present case of the "Old Rose" there is not a lease for twenty-one years, but there is a shorter lease with the common "tying" covenant. In valuing the site apart from the buildings on it the valuer has, with the assent of the county council, taken into consideration the fact that the premises are licensed as a public-house. On that basis he has made alternative valuations of the site, dependent on the two questions whether the takings and payments of the public-house and the fact that it is tied are elements of the value of the site or of the site and buildings. It seems to us plain that neither of them can be considered in valuing the site apart from any existing buildings "thereon." In the next part of the valuation—namely, that of the site and buildings "as a whole"—the same two questions arise. As regards the takings and payments, we think that they cannot be treated as elements of value of the land and building—*i.e.*, as in themselves evidence of value—and that evidence of them should not be admitted even for the purpose of testing the evidence of witnesses. In *Dobbs* v. *Assessment Committee of South Shields* (43 W. R. 532; 1895, 2 Q. B. 133) it was so held with reference to questions of rating, and we think that the principle of that decision, although partly based on practice, is applicable to the present case. As regards the "tying" covenant, we think that the valuation of the site and buildings must in effect be the same as if that covenant were considered. The real question is, What is the market value of the premises fit for a public-house, considered apart from any particular distribution of the interests in it—*i.e.*, considered as an unqualified freehold? The property must be valued as that of a person who is in all respects a beneficial owner. The fact that the house is tied has not increased its value, but only amounts to this—that the owner has not parted with that part of its value which consists of the power to tie. The value of the premises is practically the same either way. The enhancement of the value of the premises which will result from the improvement will be the same, whether the premises are tied or not, though the benefit of it may be differently apportioned between lessor and lessee; and the charge is intended to be proportioned to the total enhancement of value. The third part of the valuation appears to be introduced for the purposes of sub-section (9), and although it seems *primâ facie* to be required only when there is a lessee for at least 21 years, yet in order to give full effect to sub-section (9) it seems necessary to construe the provision for this third part of the valuation as requiring in every case a valuation of the owner's interest. Then it only remains to determine whether in the present case the fact that the house is "tied" ought to be considered in this third part of the valuation. We think that it ought, in the same manner as in the valuation of the site and buildings, though not for the same reasons. This part of the valuation is a valuation not of the site and buildings, but of the owner's interest in them, and anything, not being a trade interest, ought to be considered which affects the *quantum* of that interest. The effect will be that if the owner requires the council under sub-section (9) to take his interest, and they do not abandon the charge on his property, they will have to pay him the value of his actual interest in the premises, and the charge will continue and be apportioned between the council and the lessees, just as if the council had always been the owner and as if the existing leases had been held from them. In the case of the "Raven" and "Sun" similar questions arise with this exception—that the premises are under lease for an unexpired term exceeding 21 years without any "tying" covenant. If the owner gets a rent different from the rent which he could get if the house were tied, and if that difference fairly represents the value to the lessee of his freedom from such a covenant, then the existence or non-existence of such a covenant would seem to be immaterial, otherwise the value of the interest of the one or the other party would be increased or diminished as the case may be. The valuation will therefore stand as a valuation according to the last tables in each case.—COUNSEL, *Bosanquet*, Q.C., and *Cababé*; *Hon. A. Lyttelton*. SOLICITORS, *Western & Sons*; *W. Blaxland*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

REG. *v.* WILLIAM JONES. C. C. R. 27th Nov.

CRIMINAL LAW—FALSE PRETENCES—OBTAINING FOOD AT A RESTAURANT—OBTAINING CREDIT—CONDUCT AMOUNTING TO FALSE PRETENCE.

Case stated by the Recorder of Worcester. The prisoner was indicted at the Michaelmas quarter sessions for having falsely pretended to one Julia Crump that he was then able to pay her for a plate of cold meat and a pint of sherry, which he then ordered, and that he then had and possessed sufficient money to pay for them, by means of which false pretence he did then unlawfully obtain from Julia Crump certain victuals, whereas in truth and in fact he did not then have or possess sufficient money to pay. There was also a count for obtaining credit by fraud. It was proved that the prisoner came to a restaurant kept by Julia Crump's husband and asked what they had ready, and on being informed that they had some cold lamb, said he would have that and half-a-pint of sherry. He then went to the dining-room and was supplied with and consumed the victuals in question. He asked for his bill, which was given to him, and amounted to four shillings. He then said he had no money except one halfpenny, but was expecting some goods soon. He was then given into custody, and on his being searched one halfpenny only was found on him. Mrs. Crump stated that generally customers paid immediately after they had finished their meal, and that she would not have supplied the prisoner with the wine and food if she had known he was not able to pay for it, though customers who were known were sometimes allowed to pay afterwards. In cross-examination she stated that the prisoner was shabbily dressed and that she served him the same as any other customer, and made no inquiries about him, as she sometimes did. She also stated that if an intending customer looked as if he were unable to pay she would make some inquiries about him before supplying food. The recorder directed the jury that before they could convict the prisoner they must be satisfied (1) that he intended to represent that he was of present ability to pay; (2) that he was aware of his want of ability to pay; (3) that the food was supplied in consequence of the false pretence; (4) and that there was an intention to defraud. The jury found the prisoner guilty on both counts, and he was sentenced On the argument of the case, on the 13th of November, it was contended on behalf of the prisoner that his conduct merely amounted to a promise to pay, and was not sufficient to support an indictment for obtaining the food by false pretences, and as to the second count, that credit was not in fact obtained. *Rex.* v. *Goodhall* (R. & R. 461), *Reg.* v. *Burrows* (11 Cox C.C. 258), *Rex.* v. *Barnard* (7 C. & P. 784), *Reg.* v. *Cooper* (2 Q. B. D. 510), *Reg.* v. *Peters* (16 Q. B. D. 636), *Reg.* v. *Gordon* (23 Q. B. D. 354), *Reg.* v. *Hazelton* (L. R. 2 C. C. R. 134), *Reg.* v. *Slowly* (12 Cox C. C. 269), and other cases were cited.

The judgment of the COURT (Lord RUSSELL OF KILLOWEN, C.J., and WRIGHT, KENNEDY, DARLING, and CHANNELL, JJ.) was delivered by

Lord RUSSELL OF KILLOWEN, C.J., who said the question was whether the conviction could be supported in respect of one or both counts, the jury having convicted the prisoner on both, and a concurrent sentence having been inflicted. The question, in other words, amounted to this—Was there any evidence on which the jury ought to have been asked to convict? What the prisoner did was to go into the restaurant and order food and eat it and not pay. No question was asked him as to his ability to pay. No statement was made by him as to whether he had means or not. Could that be regarded as justifying the jury in finding that he had obtained these goods by false pretences? The court thought not. At the same time they did not mean to cast the least doubt on the cases deciding that conduct without words could amount to a false pretence, as in the case where a man at Oxford put on a cap and gown in order to make a pretence that he was a member of the university. In this case, however, the prisoner had only ordered and consumed this lunch, and had done nothing else. It was not proper to leave such a case as that to the jury, on a charge of false pretences, as there was no evidence on which they could convict the prisoner in such circumstances of false pretences. By section 88 of 24 & 25 Vict. c 96, it was provided that on a charge of obtaining goods by false pretences, if it were proved that the goods were obtained in such a manner as to amount at law to larceny, the person charged could still be found guilty of the misdemeanour. In this case, however, the prisoner could not be convicted under that section, as he had not committed larceny. For it was perfectly clear that the prosecutor had voluntarily parted with the property in and possession of the food, a fact which prevented the offence from being larceny, as larceny consisted in the taking away goods against the will of the owner. The court were therefore of opinion that the verdict of the jury on the first count could not be supported. The second count was framed under a different statute—namely, section 13 of the Debtors Act, 1869 (32 & 33 Vict. c. 62), which provided that a person should be guilty of a misdemeanour and liable to imprisonment for one year "if in incurring any debt or liability he has

obtained credit under false pretences, or by means of any other fraud." There was therefore three elements in this offence—first, the incurring a debt or liability; second, obtaining credit; and third, fraud. The conjunction of these three was essential to the offence. The prisoner in this case had obviously incurred a debt or liability. Had he obtained credit? In the opinion of the court he did. The prosecutor might have said that he would not furnish the goods unless the money was first paid over, but he did not say so. He relied on the ability of the prisoner to pay, and gave credit. In the opinion of the court the length of the period of credit was not material; at any rate, the prosecutor parted absolutely with the goods without prepayment. Was there, then, fraud? The jury had found that there was, and there was ample evidence to justify them in so finding. The man went into the eating-house, in which the ordinary custom was that people should pay immediately on the consumption of the food. He must be taken to have known this custom, and that it would be observed with regard to him. The jury found that he had no intention of paying. The conviction therefore on the second count and the sentence following thereon must be affirmed.—COUNSEL, *R. Harington; J. B. Matthews.* SOLICITORS, *John Stallard*, Worcester; *Arrowsmith, Maund, & Coombs*, Worcester.

[Reported by T. R. C. DILL, Barrister-at-Law.]

REG. v. LYNCH. C. C. R. 27th Nov.

CRIMINAL LAW—INTIMIDATION—SEAMAN—ACTUAL EMPLOYMENT ON BOARD SHIP—CONSPIRACY AND PROTECTION OF PROPERTY ACT, 1875 (38 & 39 VICT. c. 86), ss. 7, 16.

Case stated by Ridley, J. The prisoners were indicted at the Glamorgan July assizes under section 7 of the Conspiracy and Protection of Property Act, 1875, for having, with a view to compel one William Eton to abstain from doing an act which he had a legal right to do—viz., from performing a contract to serve as a seaman on board a certain ship—intimidated him, and watched and beset the place where he was, and followed him with others in a disorderly manner. It was proved that Eton had signed articles on board a steamship lying in Penarth Dock, and that when he came ashore the prisoners and a number of other persons surrounded him and intimidated and assaulted him, following him for about three hundred yards. The prisoners followed the sea as a calling, each of them having been engaged as a fireman on board steamships, but on the day in question neither of them was engaged or employed as a fireman or seaman on board ship; it did not appear when either of them had last been so employed. It was contended on their behalf that they could not be convicted because section 16 of the Conspiracy and Protection of Property Act, 1875, provides that "nothing in this Act shall apply to seamen or to apprentices to the sea service." For the prosecution it was contended that the term "seaman" as used in that section applied only to persons actually "employed or engaged on board ship" within the definition of "seaman" in the Merchant Shipping Acts, 1854 (17 & 18 Vict. c. 104), s. 2, and 1894 (57 & 58 Vict. c. 60), s. 742. The learned judge directed the jury that the prisoners were not within the exception; they were convicted and sentenced subject to this case, which was heard last term before Lord Russell of Killowen, C.J., the late Baron Pollock, and Hawkins, Lawrance, and Collins, JJ., judgment being reserved.

The judgment of the Court was read by

LORD RUSSELL OF KILLOWEN, C.J., who said the question for the court was what was the proper construction to be put upon the word "seaman" in section 16 of the Act of 1875. If there were no reason to the contrary "seaman" might well be construed in its largest sense as a seafaring man. In construing an Act of Parliament, however, it was necessary to inquire into the intention of the Legislature and take into account other legislation bearing on the question. The question then arose, Why should seamen be exempted from the provisions of the Act and not carpenters or other workmen? If "seamen" meant seafaring men it would be difficult to suggest any reason for so large an exception, whereas if it was taken in the limited sense of the definition in the Merchant Shipping Acts a reason might be found in the special legislation of those Acts applicable to "seamen" as therein defined. If, for instance, there were a series of clauses similar in principle to those in the Act of 1875 by their language specially adapted to the case of sailors in actual employment the distinction would be obvious and the argument in favour of the prosecution irresistible. But although the provisions of the Merchant Shipping Act, 1854, as to sailors in actual employment were not similar to those in the Act of 1875, the Act of 1854 had provisions which had an important bearing on the present case. By the interpretation clause (section 2) it was enacted that "seaman shall include every person (except masters, pilots, and apprentices duly indentured and registered) employed or engaged in any capacity on board any ship." By section 243 it was provided that for wilful disobedience to lawful command a seaman should be liable to imprisonment. By section 257 every person who persuaded or attempted to persuade any seaman to refuse to join his ship, or to desert, or to absent himself from duty should in respect of each such seaman incur a penalty not exceeding £10. These provisions created a wide distinction between a seaman actually employed or engaged under the Merchant Shipping Act and a mere seafaring man not so actually employed or engaged. With reference to the offence dealt with by the Conspiracy Act, 1875, the captain of a vessel had ample power to deal with a seaman under his command. He might require him as a lawful command under section 243 (3) to abstain from intimidating, or if the seaman attempted to persuade another to refuse to join or to desert the captain might summon him for the penalty. Under these circumstances the Legislature might well have considered the mischief dealt with by the Conspiracy Act of 1875, already provided against, and have declined to add a cumulative remedy. It was suggested in argument that a difficulty might arise as to whether a seaman was "employed or engaged"; and also whether, as the Act had the words "on board any ship," a seaman would be liable if he committed the illegal act on shore. Those objections had no real foundation, as the employment or engagement must be determined as a question of fact in each case, and a seaman might well be held to be employed or engaged on board ship, although at the particular point of time he might have been sent on shore on duties connected with the ship. The prisoners here followed the sea "as a calling"; it was not shewn when they were last employed on board a ship. It was consistent with this that they had been out of employment for months and had no immediate prospect of a future engagement. It would be strange if such persons were excluded from the legislation of 1875 as well as the Merchant Shipping Acts. On the whole, therefore, it appeared that at the date of the passing of the Act of 1875 the Legislature had already defined in a statute what is meant by seamen—that the explanation of their exclusion from the later Act must be sought in the fact that they were already the subject of special enactments giving another remedy for some of the matters included in the later statute; and that no ground of reason or common sense could be found for excluding from the operation of the Act in question the whole class of seafaring men not actually engaged in sea service. Under the circumstances, the court was of opinion that the view taken by the learned judge at the trial was correct, and the conviction must be affirmed. Conviction affirmed.—COUNSEL, *J. D. Crawford; B. F. Williams*, Q.C., and *Arthur Lewis*. SOLICITORS, *Pattinson & Brewer; David & Evans*, Cardiff.

[Reported by T. R. C. DILL, Barrister-at-Law.]

Bankruptcy Cases.

Re **HUMPHREYS**, *Ex parte* **ROBERTS**. Wright and Kennedy, JJ. 11th and 26th Nov.

BANKRUPTCY—COSTS—CHARGING ORDER—MONEY RECOVERED OR PRESERVED IN THE PROCEEDINGS—JURISDICTION—SOLICITORS ACT, 1860 (23 & 24 VICT. c. 127), s. 28—BANKRUPTCY RULES, 1886, r. 125.

This was an appeal from his Honour Judge David Lewis, sitting at Carnarvon, who had granted the solicitors to the trustee in the bankruptcy a charging order for costs on certain money alleged to have been recovered or preserved by them in the bankruptcy proceedings. The bankrupt in this case had absconded to Australia, and was arrested by the police at Adelaide, who found upon him about £800, of which they took possession. The trustee instructed the solicitor retained by him, with the consent of the committee of inspection, to claim this money. The solicitor wrote to the police officials at Adelaide claiming the money on behalf of the trustee, and executed a power of attorney to a solicitor in Adelaide to receive the money, whereupon it was immediately paid over by the police. A police-constable was subsequently sent out to Adelaide to bring the debtor back, and he on his return was first charged with forgery before the magistrates, who refused to commit him for trial, and afterwards charged with fraud and committed to the assizes, where he was acquitted. The solicitors claimed a charging order for their costs in respect of all these proceedings on the £800 recovered from the police at Adelaide, and such order was granted in the county court at Carnarvon. The trustee appealed, and the case was argued on the 11th of November.

THE COURT took time to consider their judgment, and on the 26th of November WRIGHT, J., delivered the following judgment of the court: On the facts in evidence and the findings of the judge we come to the conclusion that the solicitors were employed by the trustee with the sanction of the committee of inspection, expressly or mainly for the purpose of the recovery of the money in question for the benefit of the creditors. Therefore, three questions of law are raised, each of them of some importance and difficulty. The first is, whether the money can be regarded as having been recovered or preserved by the solicitors in or by the bankruptcy proceedings? No jurisdiction was exercised by the Bankruptcy Court in or towards the recovery or preservation of it. So far as appears all that was done was this: The solicitors, in their capacity as solicitors employed by the trustee, made an application for the money to the police authorities in Adelaide, and obtained it from them. The mere fact this was done by the solicitors as solicitors in the bankruptcy does not seem to us sufficient. Suppose that I instruct a solicitor to bring an action to recover my horse from a person who has wrongfully obtained possession of it, that the solicitor commences an action against that person, but hearing that the horse is in the hands of a third party, applies to the third party for and receives from him the horse, could it be said that the horse was recovered or preserved by or in the action within the meaning of the statute? On the contrary the action in such a case has been ineffectual, and may have been improvident. The second question is, whether, if the money ought to be regarded as recovered or preserved in the bankruptcy proceedings, the Bankruptcy Court has jurisdiction to make a charging order under section 28 of the Solicitors Act, 1860? *Primâ facie* the proceedings in a bankruptcy appear to be within the language of the section a "suit or proceeding in a court of justice"; nor does there seem to be anything in the objection that the money was already vested in the trustee by the bankruptcy. Property is often recovered in an action by a solicitor for the very reason that it was already vested in his client. Nor do we think the question decided by *Re Suffield* (36 W. R. 303, 20 Q. B. D. 693) or by *Re Wood* (1897, 1 Q. B. 314, 45 W. R. Dig. 155). Apart from these authorities the principal difficulty in the way of holding that there may be cases in which a bankruptcy court could make such an order is that rule 125 of the Bankruptcy Rules prescribes a certain order of priority of payments, and the effect of a charging order would presumably be to vary this order of payment in

favour of the solicitor, although he must be taken to have accepted his retainer with knowledge of the prescribed priority. Although in the view which we have taken of the first question it may not be necessary to express an opinion on this second point, we do not see how the difficulty could be got over. The third question again only arises if the views expressed above are wrong. If the court is entitled to make an order to what costs will the order extend? On the one side it is said that the order will extend to all the solicitor's costs in the bankruptcy and in prosecutions directed by the court. On the other side it is said that the order ought to be limited to the costs of the actual application for and obtaining the money. We do not think that the whole of the proceedings in a bankruptcy can for this purpose be regarded as necessarily one. There may be separate cases against each of ten or a hundred debtors of the bankrupt. The claims of each of ten or of a hundred creditors may have to be disputed in several ways, and in such a case it could hardly be contended that money recovered from one debtor could be charged with the costs of all the cases. On the other hand there may be cases in which all the proceedings in the court really are directed to one matter, and in such a case the charge, if any, might properly extend to all the costs. In the present case we think that we have not sufficient information to enable us to decide on which side of the line the case falls, and that, if it were necessary to decide this question, the matter ought to go back for further inquiry. The appeal will be allowed with costs here and below.—COUNSEL, *Herbert Reed*, Q.C., and *Carrington*; *Robson*, Q.C., and *S. J. Evans*. SOLICITORS, *Saffery, Huntley, & Co*; *Lloyd, George, & George*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

THE LAND TRANSFER ACT, 1897.

The following report of the Law and Parliamentary Committee was submitted to, and adopted by, the vestry of the parish of St. Mary Abbotts, Kensington, on the 1st of December, 1897.

Stating—

That the attention of the committee has been called to the Land Transfer Act passed in the last session, by section 20 of which power is given to the Privy Council to select one county in England in which the registration of title to land shall be made compulsory, provided the council of the county does not object.

The committee have also had before them a communication from the London County Council calling attention to this particular provision of the Act, intimating that the council have received formal notice that the county of London has been selected in which such compulsory registration should be enforced, stating that the question of applying the Act to London is a very important matter, and that before coming to a decision thereon, the council would be glad to have the views of those bodies who are specially interested, and accordingly asking the vestry to furnish the council with their views on the subject.

Your committee desire to state that, recognizing the importance of the matter and in anticipation that the Privy Council intended to select the County of London, they have had the Act under careful consideration for some weeks past, and they now submit the following observations thereon:

Since 1862, when the existing land registry office was established, it has been open to landowners to voluntarily register their titles. Experience has, however, proved conclusively that the registration of titles at that office has involved far greater expense and delay than the present system of transferring property by deed, and the office has in consequence been practically shunned.

The language of the Act of 1897 is very involved, and the Act has to be read in conjunction with the Land Transfer Act, 1875, some of the sections of which are repealed or amended. As a result many of the provisions are obscure in the extreme, and can be variously interpreted. If, therefore, the compulsory provisions of the Act come into operation they will, in the opinion of the committee, certainly be a fruitful source of litigation.

There is every reason to fear that compulsory registration of title as established by the Act will, if applied to London, add most seriously to the difficulty, expense, and delay of buying, selling, or mortgaging property. A title is to be registered either as (*a*) indefeasible, (*b*) qualified, or (*c*) possessory. Having regard to the elaborate precautions to be taken and the length of the title that must be shown, an indefeasible title will only be obtainable in the rarest cases. A qualified title will, it is confidently anticipated, be worse than useless, as it will suggest a doubt that will gravely embarrass a sale or mortgage. A possessory title will convey no guarantee of title, and it admittedly cannot be of any value for many years. The certificate will, however, add another to the documents of title that will have to be investigated and paid for whenever the property is dealt with, and dealings in property, particularly where the purchase-money is small, will thus be greatly hampered.

At the present time it is the practice of the leading London land societies to grant free conveyances to their purchasers. They can do this as the conveyances are prepared in their own offices at a minimum of trouble and expense. If, however, the transaction has to be effected through the Land Registry Office the committee believe that expense and delay will be involved which will impede rather than facilitate the free transfer of land.

Compulsory registration of title in London would, it is submitted, involve the employment of a large staff of officials, and, if once adopted, it is obvious that, whether successful or not, it will practically be impossible to put an end to the system. If the fees charged on transfers, &c., realize sufficient to pay all the expenses of salaries, pensions, &c., including the fund to be established for providing an indemnity in case of fraud or mistake, the fees will have to be fixed at an amount that will add materially to the expense of purchasing or mortgaging properties. If the fees are limited, and in consequence do not produce sufficient to meet the expenses, the taxpayer will be called upon to make up the deficiency.

Your committee accordingly recommend—

(*a*) That having regard to the vast number of properties which would be affected, and the immense value, complexity, and importance of the interests involved, the county of London is not a suitable county for the first trial of the doubtful experiment of compulsory registration.

(*b*) That the London County Council be informed in reply to their inquiry that the vestry do not approve of registration of title being made compulsory in the county of London under the Land Transfer Act, 1897.

(*c*) That a copy of this report be forwarded to the members of Parliament for the metropolitan constituencies, to the Corporation of the City of London, and to the other vestries and district boards of the metropolis.

(Signed) W. F. CRAIES, Chairman of the Meeting.

The General Purposes Committee of the London County Council have reported as follows with reference to the proposed application to London of the Land Transfer Act, 1897. After setting out the letter from the Lord President of the Council enclosing the draft order to apply the Act to London, they referred to the procedure with which, under the Act, the County Council was allowed to deal with the application of the Act to London. They continued: "With reference to the suggestion that compulsory registration should be limited at first to a part only of the county, it is not clear in what way this limitation can be imposed so as to enable subsequent extensions to all parts of the county to be made without a further order being necessary. But we think it reasonable to assume that this can be done, and it appears probable that the draft order may be so amended or varied as to specify a different day for the commencement of compulsory registration of title on sale of freehold land in four or more divisions of the county. The Lord President invites the county council to make suggestions for the consideration of the Lord Chancellor as the way in which the Act should be brought into operation, and as to arrangements which would be likely to prove convenient, and it may be thought desirable that the business should be taken up progressively according to divisions of the county, following possibly the divisions recognized by the Local Government or as to county courts. Upon this important matter it is well to remember that sub-section 10 of the same clause provides 'that any order made under this section shall be made with due regard to the utilization (if practicable) of any land registry existing in the county.' The Middlesex Register of Deeds is in operation north of the Thames in every county council division except the old City, and although there is, of course, a wide distinction between such a register and a register of titles, there is obvious economy and advantage in the suggestion. If part only of the county is to be dealt with in the first case there is apparent advantage in taking that portion or some part of that portion of the county which is dealt with in the existing register of deeds. We have addressed a letter to the City Corporation and to other bodies, inviting their views upon the matter, and we propose to report fully to the council after the Christmas recess when replies have been received." The report was, after discussion, adopted.

LAW SOCIETIES.

LAW ASSOCIATION.

At a meeting of the directors, held at the Hall of the Incorporated Law Society on Thursday, the 2nd of December—the following being present, viz.: Mr. Charles Burt (chairman), and Messrs. H. C. Nisbet, R. H. Peacock, R. J. Pead, S. Smith, J. Vallance, S. Whitehead, and Arthur Carpenter (secretary)—forty-three new members were admitted to the Association, and other general business was transacted.

UNITED LAW SOCIETY.

Nov. 29.—Mr. C. W. Williams in the chair.—Mr. J. R. Yates moved: "That it is the duty of the Government to render financial assistance to the Sugar Industry in the West Indian Colonies." Mr. A. C. F. Boulton opposed; and the debate was continued by Messrs. A. C. Mutter, S. E. Hubbard, W. F. Symonds, N. Tebbutt, C. H. Kirby, W. S. Sherrington, J. F. C. Bennett, and J. W. Weigall. Mr. Yates replied. The motion was carried by five votes.

LEGAL NEWS.

APPOINTMENTS.

Sir WALTER PHILLIMORE, Bart., D.C.L., has been appointed to be one of the Justices of the High Court. Sir Walter is the only son of the late Sir Robert Phillimore, Judge of the Admiralty Court. He was educated at Westminster and Christ Church, Oxford, and was elected to an All Souls' Fellowship, and became Vinerian Law Scholar in 1868. He was called to the bar in 1868, and is a bencher of his inn. He has also a patent of precedence.

Lords Justices HENN COLLINS and WILLIAMS have been sworn in as Members of the Privy Council.

Mr. ALEXANDER D. O. WEDDERBURN, Q.C., has been appointed Recorder of Gravesend, in the place of Mr. Morton W. Smith, appointed Recorder of Rochester.

Sir ANDREW SCOBLE, Q.C., has been elected Master of the Library of Lincoln's-inn for the ensuing year in succession to Lord Davey.

Mr. BAYLIS, Q.C., has been elected Master of the Library of the Inner Temple for the ensuing year in succession to Mr. Inderwick, Q.C.

Messrs. JAMES FREDERICK BURTON, ROBERT PULSFORD HART, and FREDERICK WILSON YEATES, of the firm of Burton, Yeates, & Hart, 23, Surrey-street, W.C., have been appointed Commissioners to Administer Oaths.

Mr. EDWARD J. TRUSTRAM, of Messrs. Hal·e, Trustram, & Co., of 61, Cheapside, E.C., has been appointed a Commissioner for Oaths. Mr. Trustram is the Returning Officer for Parliamentary Purposes of the borough of Deptford and Vestry Clerk of the City Parishes of St. Mary-le-Bow and St. Pancras, Soper-lane.

The following appointments have been made by the Council of Legal Education for the year ending the 10th of January, 1899:

Constitutional Law (English and Colonial) and Legal History—Reader, A. T. CARTER, Esq.

Roman Law, Jurisprudence, and International Law—Reader, J. PAWLEY BATE, Esq.; Assistant Reader, S. H. LEONARD, Esq.

The Law of Real and Personal Property—Reader, A. UNDERHILL, Esq.; Assistant Reader, J. ANDREW STRAHAN, Esq.

Common Law—Reader, HUGH FRASER, Esq.; Assistant Reader, A. LLEWELYN DAVIES, Esq.

Equity—Reader, L. G. GORDON ROBBINS, Esq.; Assistant Reader, WALTER ASHBURNER, Esq.

Evidence, Procedure, and Criminal Law—Reader, W. BLAKE ODGERS, Esq., Q.C.

GENERAL.

Mr. Henry Terrell, Q.C., one of the newly-created Queen's Counsel, has elected to take his seat and practise in Mr. Justice North's court.

The treasurer, Mr. Gates, Q.C., and the benchers of the Inner Temple on Tuesday entertained over 300 members of that inn at a smoking concert in their hall.

It is stated that Sir Frank Lockwood, Q.C., M.P., who has been confined to his house through indisposition for some time past, is now much better.

It is stated that Mr. Justice Hawkins sat in court at the Bristol Assizes on Monday last from 10 o'clock in the morning until 11 o'clock at night, which may be considered a tolerably good day's work for a man of over eighty years of age.

Mr. S. Pope, Q.C., is expected to preside at the dinner to be given by the Northern Circuit to Mr. Justice Bigham at the Hôtel Métropole on Saturday, the 18th of December, in celebration of his recent elevation to the bench. The Lord Chief Justice and Lord Justice Collins are among those who have accepted invitations to be present.

The Paris correspondent of the *Daily News* says that the Paris Court of Appeal has decided that Mlle. Chauvin could not be admitted to take the oath as a member of the Paris bar. It was remarked that her speech was close and sober. The court paid her back in her own coin. I have seldom read a closer judgment. The court does not admit the distinction Mlle. Chauvin made between admission to the bar which gives a mercantile value to the licentiate's diploma, and practising at the bar. There is no ground for such a distinction. The court has nothing to do with the kind of practice or morals of barristers. They are subject to the discipline of the Council of the Order, but the court is not a simple office of registration charged to give a visa. It has to see whether the candidate for admission to the bar is duly qualified to take the oath. Now the law makes the legal profession a male one. The legislator who, early in this century restored the order of advocates, entirely took for his model the old organization of the order of advocates by the Parliament of Paris. According to the ancient rules no woman could be admitted to practise as an advocate. Moreover, there is a great affinity between the bar and the bench. Should judges from any cause be unable to sit on the bench members of the bar can take their place. It is impossible to hold that in the actual state of legislation a woman can sit as a judge. The court is not called upon to say whether it is desirable for women to practise as advocates. That concerns the Legislature.

At a meeting of the Council of the Bradford Chamber of Commerce, held on Wednesday, Mr. Henry Sutcliffe presiding, it was stated that a letter relating to the German bankruptcy laws had been forwarded to the Foreign Office. The object of this letter was to draw Lord Salisbury's attention to the provisions of the German bankruptcy law so far as they affect the rights of trustees in English bankruptcies in regard to assets of the bankrupt in Germany. By clause 207 of the German Bankruptcy Statute of February 10, 1877, it is enacted as follows: "If a debtor, on whose estate abroad bankruptcy proceedings have been opened, has assets in the country (*i.e.*, in Germany) compulsory execution is permitted on the said inland assets." That is to say, the German law does not recognize any title to German assets on the part of a trustee in an English bankruptcy. Consequently, any creditor of an English bankrupt has, notwithstanding the bankruptcy, a right to seize the debtor's German assets in satisfaction of his debt. The chamber urged that, in the interests of English creditors and of the mutual trade of the two countries, steps should be taken with a view to obtaining a decree of the German Chancellor modifying the German law, thus securing, in a bankruptcy in either country, equality of treatment of all creditors. It was stated that up to the present only a formal acknowledgment of the letter had been received.

At Bristol, on the 29th ult., before Mr. Justice Hawkins, says the *Times*, Roger O'More was brought up for sentence. On the 27th ult. the prisoner pleaded "guilty" to uttering counterfeit coin. His lordship said the prisoner had pleaded guilty to uttering counterfeit coin by passing a gilded shilling as a sovereign and two gilded sixpences as half-sovereigns. It was the prisoner's first fraud of this description, but he had constantly been convicted ever since 1879. The judge read out a list of convictions, which included five years' penal servitude for demanding money with menaces, passed on the prisoner at the Gloucester Assizes in 1890. After this the judge said he was shocked to find that the prisoner was brought up in February, 1896, before the Dursley Petty Sessions on six charges of indecent conduct. Whether the prisoner pleaded guilty to these charges or was convicted by the magistrates after hearing the evidence against him his lordship said he did not know, but he was convicted. Then followed the shocking and unaccountable fact that the prisoner was sentenced to three months' hard labour for each of these offences, the sentences being ordered to be consecutive, so that the prisoner had no less than eighteen months' hard labour awarded him by a bench of magistrates sitting at petty sessions. The judge said he never had heard, and he hoped he never should hear again, of such a course being taken by magistrates. In his opinion magistrates had no power to pass such a cumulative sentence, and he was quite sure that no judge of assize would ever adopt such a course as the magistrates had taken in this case.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, Dec. 6	Mr. Carrington	Mr. Farmer	Mr. Ward
Tuesday 7	Jackson	King	Pemberton
Wednesday..... 8	Carrington	Farmer	Ward
Thursday 9	Jackson	King	Pemberton
Friday 10	Carrington	Farmer	Ward
Saturday 11	Jackson	King	Pemberton

Date.	Mr. Justice Kekewich.	Mr. Justice Romer.	Mr. Justice Byrne.
Monday, Dec. 6	Mr. Beal	Mr. Pugh	Mr. Rolt
Tuesday 7	Leach	Lavie	Godfrey
Wednesday 8	Beal	Pugh	Rolt
Thursday 9	Leach	Lavie	Godfrey
Friday 10	Beal	Pugh	Rolt
Saturday 11	Leach	Lavie	Godfrey

THE PROPERTY MART.

SALES OF ENSUING WEEK.

Dec. 8.—Messrs. DOUGLAS YOUNG & Co., at the Mart, at 2 p.m., Freehold Tithe Rent-charges amounting to £206 per annum, secured upon 2,804 acres in Yorkshire. Solicitors, Messrs. Baxter & Co., London. Shop and dwelling-house in Brixton, lease, 63 years, rental value, £30. Solicitor, H. R. Jones, Esq., Wandsworth. House in Clapham, lease, 83 years, let at £36 per annum. Solicitors, Messrs. Weeks & Co., London. Freehold House at Ilford, rent, £26. Solicitors, Messrs. Wormington & Co., London. House at Clapham, lease, 72½ years, rent, £45. House at Croydon, lease, 98 years, rent, £29. (See advertisement, November 27, p. 3.)

Dec. 9.—Messrs. STIMSON & SONS, at the Mart, at 2 p.m., Reversion to £1,128 India 3½ per cent. Stock and 10 fully-paid shares in the General Steam Navigation Co. Lady aged 78. Solicitors, Messrs. White & De Buriatte, London. (See advertisement, last week, p. 2.)

RESULTS OF SALES.

Messrs. H. E. FOSTER & CRANFIELD'S Fortnightly Sale of Reversions and Life Policies on Thursday last was, as usual, well attended, and was noticeable for the extremely high prices realized for the life policies and reversions offered. The total of the sale amounted to £19,600.

Below are some of the prices:

		£
REVERSIONS:		
Absolute to two one-thirds of about £2,300; life aged 72 ...	Sold	1,000
Absolute to two-thirds of £2,757 Two-and-three-quarters per cent. Consols; life aged 59	,,	1,010
Absolute to seven forty-fourths of £14,716 Metropolitan Three-and-a-half per cent. Consols; lives aged 67, 75, 72, &c.	,,	1,900
To one moiety of about £11,300; life aged 64	,,	2,000
To one-eighteenth of about £9,036; lives 71 and 41...	,,	240
LIFE POLICIES:		
For £2,000; life 66...	,,	840
For £1,000; life 43...	,,	485
For £5,000; life 71	,,	2,800
For £7,500; life 71...	,,	5,775
For £5,000; life 71...	,,	800
For £2,000; life 71...	,,	2,725
For £1,000; life 71...	,,	2,250

Messrs. C. C. & T. MOORE, on the 2nd inst., sold ten Leaseholds at Rotherhithe for £1,805, and a Freehold House and Shop in Whitechapel for £2,800 (the latter price being 26 years' purchase on the rental), £1,660 for a Freehold Coffee-shop near the Minories, E.C., and £780 for some Leaseholds at Peckham.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Nov. 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BANQUE INDUSTRIELLE FONCIERE ET AGRICOLE, LIMITED—Petn for winding up, presented Nov 23, directed to be heard on Dec 8. Henry T. Nicholson, 11, Lincoln's inn fields, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 7

BRADING PORTLAND CEMENT AND LIME CO, LIMITED—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to Mr. Thomas Henry Casey, St. George's sq, Portsea. Lush & Robinson, Southsea, solors for liquidator

COOPER CYCLE FITTINGS CO, LIMITED—Creditors are required, on or before Dec 21, to send their names and addresses, and the particulars of their debts or claims, to James Rhodes, 109, Colmore row, Birmingham. Shakespeare & Co, Birmingham, solors

DIAMOND JUBILEE CONTRACT CORPORATION, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Sidney George Cole, 10, Coleman st. Vernon & Co, Coleman st, solors for the liquidator

DIAMOND JUBILEE SYNDICATE, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Sidney George Cole, 10, Coleman st. Vernon & Co, Coleman st, solors for the liquidator.

DIAMOND JUBILEE SYNDICATE (No 2), LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Sidney George Cole, 10, Coleman st. Vernon & Co, Coleman st, solors for the liquidator.

EUREKA STEARINE WAX CO, LIMITED—Creditors are required, on or before Dec 12, to send their names and addresses, and the particulars of their debts or claims, to John King, Bank chmbrs, Wallgate, Wigan

FORREST KING (COOLGARDIE), LIMITED—Creditor are required, on or before Jan 12, to send their names and addresses, and the particulars of their debts or claims, to Francis Stobbe, 39, Old Broad st

HENRY GAZE & SONS, LIMITED—Creditors are required, on or before Jan 7, to send their names and addresses, and the particulars of their debts and claims, to Frederick Whinney, 8, Old Jewry Tuesday, Jan 18, at 12, is appointed for hearing and adjudicating upon the debts and claims

JOHN WILMOT, LIMITED—Creditors are required, on or before Jan 10 next, to send in their names and addresses and the particulars of their debts or claims to Alfred Sydney Gedge, Francis Richard Spaull, and John Wilmot, 3, Great James street, Bedford row. Crawley, Chancery lane, solors

LADY LOCH GOLD MINE, LIMITED (Old Company)—Creditors are required, on or before Jan 12, to send their names and addresses and the particulars of their debts or claims to Francis Stobbe, 39, Old Broad st

LONDON JOINT STOCK AGENCY, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses and the particulars of their debt or claims to Sidney George Cole, 10, Coleman st. Vernon, Son, & Stephen, Coleman st, solors for liquidator

MADISON GOLD MINING CO, LIMITED—Petn for winding up presented Nov 19, directed to be heard on Dec 8. Wm. Bohm, 23, Old Jewry, solor for petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 7

PERKINS BROTHERS & CO, LIMITED—Creditors are required, on or before Tuesday, Jan 4, to send their names and addresses, and the particulars of their debts or claims to George Graham Poppleton and John Edwin Gunn, 26, Corporation-street, Birmingham. Harry Cousins & Co, Cardiff, solors to the liquidators

SANITARY BURIAL ASSOCIATION, LIMITED—Petn for winding up presented Nov 16, directed to be heard on Friday, Dec 3. Riddell & Co, 9, John st, Bedford row, solors for petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 2

WEST AUSTRALIAN PASTORAL AND COLONIZATION CO, LIMITED—Petn for winding up, presented Nov 23, directed to be heard Dec 8. Munns & Longden, 8, Old Jewry, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 7

WEST AUSTRALIAN SHARE CORPORATION, LIMITED—Creditors are required, on or before Jan 6, to send their names and addresses, and the particulars of their debts or claims, to Alexander Hall Downes, 29, St. Swithin's ln. Burn & Berridge, Old Broad st, solors to liquidator

WM. WARD & SONS, LIMITED, LEEDS—Creditors are required, on or before Jan 8, to send their names and addresses, and the particulars of their debts or claims, to Philip Bates, 110, Edmund st, Birmingham. Denison, Leeds, solor to liquidator

FRIENDLY SOCIETY DISSOLVED.

SAINT GARMON FRIENDLY SOCIETY, Butchers' Arms and Royal Oak Inn, Llanarmon-yn-Yale, Mold, Denbigh. Nov 10

London Gazette.—TUESDAY, Nov. 30.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ABERCORN REEFS, LIMITED—Petn for winding up presented on Nov 24, directed to be heard on Dec 8. Wyatt & Co, 5 and 6, Clement's-inn, solors for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 7

CANDELARIA WATERWORKS AND MILLING CO, LIMITED—Petn for winding up presented March 19, directed to be heard on Wednesday, Dec 8. Tatham & Lousada, Old Broad st, solors for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 7

CARRINGTON GOLD MINING CO, LIMITED—Creditors are required, on or before Jan 12, to send their names and addresses, and the particulars of their debts or claims, to Charles Collinson Rawson, care of Messrs. Shields & Rawson, 54, Old Broad st. Courtenay & Co, Gracechurch st, solors to the liquidator

GLOBE ENGINEERING CO, LIMITED—By an order made by Wright, J, dated Nov 18, it was ordered that the voluntary winding up of the company be continued. Hextall, 10, Ironmonger lane, solor for the petners

HUBBARD & CO, LIMITED—Petn for winding up, presented Nov 25, directed to be heard on Dec 8. Henry Pumfrey, 14, Paternoster row, solor for petner. Notice of appearing much reach the above-named not later than 6 o'clock in the afternoon of Dec 7

LA PLATA MINES, LIMITED—Creditors are required, on or before Jan 7, to send names and addresses, and the particulars of their debts and claims, to Josiah Richards, 11, Poultry. Romer & Haslam, Copthall chmbrs, solors to liquidator

LONDON SEWING MACHINE SYNDICATE, LIMITED—Petn for winding up presented Nov 25, directed to heard Dec 8 Francis Scott, 72, Bishopsgate st Within, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 7

MASKELYNE BRITISH TYPEWRITER, LIMITED—By an order by Lord Justice Vaughan Williams, Nov 1, it was ordered that the voluntary winding up of the Maskelyne British Typewriter, Limited, be continued. Vanderpump & Son, 5, Philpot lane, agents for Ingledew & Co, Swansea, solors for petnrs

NORTHERN COUNTIES WINE CO, LIMITED (in voluntary liquidation)—Creditors are required, on or before Dec 30, to send their names and addresses and the particulars of their debts or claims to Thrale Coulson Martin, 42, Grainger st, Newcastle upon Tyne

RENMARK GOLD MINES, LIMITED—Petn for winding up presented Nov 24, directed to be heard Dec 8. Sydney E. Preston, 17, Coleman st, solor for the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 7

ROYDON BRICK AND TILE CO, LIMITED—Petn for winding up presented Nov 26, directed to be heard Dec 8. Plunkett & Leader, 60, St. Paul's churchyard, solors for the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 7

UNTOLI GOLD REEFS CO, LIMITED—Petn for winding up presented Nov 24, directed to be heard Dec 8. Wyatt & Co, 5 and 6, Clement's inn, Strand, solors for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 7

WARKWORTH SHIP CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 14, to send their names and addresses, and the particulars of their debts or claims, to Thomas Bowden, 42, Mosley st, Newcastle on Tyne. Armstrong & Sons, solors

1897 JUBILEE SITES SYNDICATE, LIMITED—By an order made by Wright, J., dated Nov 10, it was ordered that the voluntary winding up of the syndicate be continued. Munns & Longden, Old Jewry, solors for petnr

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 12.

BETTS, WILLIAM, New st, Covent gdn, General Draper Dec 18 Betts v Betts, Kekewich, J. Margetson, Gresham st

GREEN, AUGUSTINE HENRY, Blandford, Dorset, Builder Dec 13 Todd v Green, Romer, J. Brennand, Blandford

LUCKETT, THOMAS, Half Mile lane, Northwood, Commercial Traveller Dec 6 Besson v Luckett, North, J. Lomas, Rickmansworth

London Gazette.—TUESDAY, Nov. 16.

TOLEMAN, JAMES, Goswell rd, Gent Feb 11 Attorney General v Martin, Stirling, J. Pumfrey, Paternoster row

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 16.

ACKYOYD, JOSHUA, Rochdale Dec 18 Ripley, Rochdale

ADDIS, WILLIAM, Shepherd's Bush Dec 24 Laundy & Co, Strand

ANSELL, SIDNEY THOMAS HENRY, H.M.S. "St George," Portsmouth, Chief Petty Officer Dec 20 Cooper & Co, Leadenhall st

ATTWOOD, MATTHEW, Castle Donington, Leicester Dec 31 Robotham & Co, Derby

BENN, JOSEPH, Bradford Dec 31 Weatherhead & Knowles, Bradford

BENSON, WILLIAM, Greystoke, Cumberland, Gamekeeper Dec 31 Cant & Fairer, Penrith

BERRILL, WILLIAM FEVER, Hornsey Dec 24 Seagrove & Woods, Chancery lane

BLAKE, EDWARD, Hounslow, Commercial Traveller Jan 30 Sedgwick & Co, Watford, Herts

BRABANT, HENRY, St Albans, Herts, Coroner Dec 24 Letts Bros, Bartlett's bldgs

BRYAN, MATILDA, Northampton Dec 31 Hepworth & Co, South st

BUCKNILL, Sir JOHN CHARLES, Bournemouth Dec 18 Mooring & Co, Bournemouth

BULLEN, SIMEON, Crediton, Devon Dec 4 Wellington, jun, Crediton

COWPER, WILLIAM EDWARD, Sandal, York Dec 31 Senior & Barratt, Wakefield

DARNELL, The Rev DANIEL, Welton, Northampton Dec 8 W F & W Willoughby, Daventry

DENNE, MARY JULIA, Hythe, Kent Dec 24 Frere & Co, Lincoln's inn fields

DINNIS, BENEDICT JOSEPH, Keyham, Devon Nov 30 Earl, Plymouth

DOUGHTY, ELLEN, Lodsworth, Sussex Dec 20 Brydone & Pitfield, Petworth

DUFFY, MARY, Plymouth Dec 26 Rooker & Co, Plymouth

DUTTON, LOUISA ANN, Peckham Dec 16 Charles, Ingram ct, Fenchurch st

FIELD, GEORGE WILLIAM, New Cross rd, Baker Dec 20 Moon & Co, Lincoln's-inn-fields

GREENHALGH, THOMAS, Silverdale, Lancaster Dec 1 Fullagar & Hulton, Bolton

HALL, ALFRED, Brighton Dec 31 Robinson, Philpot ln

HARLAND, Mrs ANN, York Dec 29 Turner, York

HARRISON, RICHARD, Penrith, Carter Dec 31 Cant & Fairer, Penrith

HAYCOCK, MARGARET, Westbourne Park rd Dec 31 Scott, New Broad st

HORSMAN, FRANCIS THOMAS, and MARY HORSMAN, Clarborough, Notts Nov 30 Beecoby East Retford

HUGHES, WILLIAM PARDEBY, Southgate rd Feb 16 Waller & Sons, Coleman st

INGS, JAMES, and FRANCES ELIZABETH INGS, Brockenhurst, Hants, Innkeeper Dec 28 Moore & Co, Lymington

KEEP, Mrs ANNIE ELIZABETH, Wimbledon Dec 16 Stanley & Co, Theobald's rd

KNIGHT, EDWARD SACKVILLE, Rochdale Dec 31 Standring & Co, Rochdale

KNIGHT, HENRY JOHN, Holloway Dec 31 Scott, New Broad st

MORRIS, THOMAS, Warrington Jan 1 Browne, Warrington

NICHOLL, LOUISA, Redhill Dec 20 Ruck, Norfolk st

NEILL, JESSIE CUNNINGHAM, Heaton, Newcastle upon Tyne Feb 1 Dransfield & Hedon, Newcastle upon Tyne

NEILL, WILLIAM, Newcastle upon Tyne Feb 1 Dransfield & Hedon, Newcastle upon Tyne

OLVER, ELIZABETH ANN, St Leonards on Sea Dec 22 Chalinder, Hastings

ROAM, HENRY, Derby Dec 31 Robotham & Co, Derby

PARSONS, RICHARD EDWARDS, Birmingham, Law Stationer Dec 31 Beale & Co, Birmingham

PAVER, WILLIAM, York, Land Agent Dec 31 Ford & Warren, Leeds

PEARSON, THOMAS HENRY, Bentinck st Dec 31 Miller & Co, Liverpool

POTTER, JONATHAN, Cheadle, Stafford, Yeoman Dec 10 Cull & Brett, Cheadle

RAMSAY, ELIZABETH, Islington Jan 16 Boulton & Co, Northampton sq

RAWLINGS, ELIZA, Croydon Dec 31 Hepburn & Co, Cheapside

ROBERTS, JANE, Llanfechain, Montgomerys Dec 6 Pughe & Jones, Llanfyllin

ROBERTS, JOHN, Llanfechain, Montgomerys, Farmer Dec 6 Pughe & Jones, Llanfyllin

ROCHE, Col FRANCIS WILLIAM ALEXANDER, Talgarth, Brecon Dec 31 Thomas, Brecon

SPANTON, ELIZA, Nonington, Kent Dec 4 Furley, Canterbury

ST JOHN, ROBERT NEWELL, Yokohama, Japan, Bullion Broker Dec 26 Andrew & Co, St James st

STEIN, SELIG, Hatton gdn, Diamond Merchant Dec 15 White & de Buriatte, Holborn viaduct

STRICKLAND, EDMUND, Hastings Dec 22 Chalinder, Hastings

TUCKER, EDWARD JENKINS, Bristol, Posting Master Jan 1 Abbot & Co, Bristol

TURNER, Mrs ERMELINE EMMA, Newington Green Feb 26 Barnard & Taylor, Lincoln's inn fields
WALLEY, SAMUEL, Wollerton, nr Hodnet, Salop Dec 1 Garside, Market Drayton
WEBB, SAMUEL, Aston, Birmingham, Nail Manufacturer Jan 4 Rabnett, Birmingham
WILD, WILLIAM, Ombersley, Worcester, Relieving Officer Dec 16 Norcliffe Spafforth, Worcester
WILLIAMSON, JANETTA GUNN, Bayswater Dec 31 James & James, Ely pl
WOOLF, JOHN THOMAS, Birmingham, Furniture Dealer Dec 27 Lane & Co, Birmingham
WYKE, The Rt Hon Sir CHARLES LEMON, Chelsea, GCMG, KCB Dec 31 Collyer & Co, Bedford row
YOUNG, THOMAS, jun, Alnwick Dec 20 Dickson & Co, Alnwick

London Gazette.—TUESDAY, Nov. 23.

AMPHLETT, FREDERICK HERBERT WOLLASTON, Shrewsbury Dec 31 Hunter & Lawford, Moorgate st
AUSTEN, HENRY HEZEKIAH, Northfleet Jan 1 Tolhurst & Co, Gravesend
BALDWIN, CAROLINE, Yardley, Worcester Dec 20 Guy Pritchard, Birmingham
BANCROFT, PETER, Kingston on Thames Dec 31 Ayrton & Co, Liverpool
BATES, JEMIMA, Blackburn Dec 1 Rennison, Blackburn
BERRY, MARY, York Dec 22 W & K E T Wilkinson, York
BLAKE, CHARLES, Malden, Surrey Dec 31 Mackrell & Co, Cannon st
CARLIN, HENRY, Brownhills, Stamford, Grocer Jan 31 Enoch Evans, Walsall
CLARKE, Colonel RICHARD TREVOR, Northampton Dec 21 Burton & Bird, Daventry
COLLIER, JOSEPH, Glossop, Derby Dec 24 Ellison, Glossop
DANIELL, WILLIAM, Nayland, Suffolk Dec 31 Elwes & Turner, Colchester
DICKIN, THOMAS, Ashton, Warwick Dec 21 Walford, Birmingham
DONOGHUE, HARRIETT, Sheffield Dec 31 Porrett & Fawcett, Sheffield
ELLIS, THOMAS, Moseley, Worcester Jan 1 Reece & Harris, Birmingham
FERRIS, ISABELLA, Chelsea Dec 20 Taylor, Essex st, Strand
FORSYTH, DELIA, Sowerby, nr Halifax Dec 24 Jubb & Co, Halifax
FOSTER, JOHN, Bradford, M D, F R C S Dec 31 Rhodes, Bradford
FROST, EDWARD, Cardiff, Railway Agent Dec 22 Yorath & Jones, Cardiff
GAINE, JOHN SHERWOOD, Sunderland Jan 31 Bell & Sons, Sunderland
GANNON, LETITIA CAROLINE SUSANNAH, Aldringham, Suffolk Jan 1 Collyer-Bristow & Co, Bedford row
GRIMES, ELI, Bristol, Coachbuilder Dec 31 Tarr & Arkell, Bristol
HALL, ANN, Leeds Jan 1 Dawson & Chapman, Leeds
HASLAM, ELLIS, Ardwick, Manchester, Traveller Dec 14 Slater & Sons, Manchester
HAWKINS, FREDERICK, Montacute, Somerset, Farmer Dec 24 Poole, South Petherton
HILTON, FANNY, Notting Hill Jan 1 Collyer-Bristow & Co, Bedford row
LANGTON, JOSEPH, Quetta, India Dec 31 Alsop & Co, Liverpool
LEVER, JAMES, Thornton Hough, Chester Dec 18 J T Cooper, Bolton
MEES, MORRIS, Portadown rd Dec 24 H S Harris & Co, Coleman st
MONTGOMERY, Miss AMELIA MARIA ELIZA, Winchester Dec 31 F I & J C Warner, Winchester
MORGAN, WILLIAM SIMSON, Crouch End Dec 24 Bower, Moorgate st
MUNDAY, GEORGE JAMES, Sneresbrook Dec 31 Moodie & Son, Basinghall avenue
NORTON, SAMUEL, Gloucester Dec 24 Grimes, Gloucester
OATWAY, HENRY WILLIAM, Fulham Dec 30 Box, Gt James st, Bedford row
PALMER, GEORGE, Reading, Biscuit Manufacturer Jan 1 R Smith & Sons, Lincoln's inn fields
RIXEN, JOHN, Wimborne Minster, Dorset Dec 6 Luff, Wimborne Minster
RUMSEY, ALBERT CARRICK, Alverstone, nr Brading, I of W Dec 24 Hyde & Hobbs, Portsmouth
SMITH, FREDERICK HARRISON, Dover, Admiral Jan 12 Simmey & Simmey, Serjeants' inn, Fleet st
SOMERS, JOHN BURDER SQUIRE, Hampstead Jan 1 Stileman & Co, Southampton st, Bloomsbury
STOCKS, HENRY, Leeds Jan 1 Dawson & Chapman, Leeds
TAYLOR, ALEXANDER, Manton House, nr Marlborough, Wilts, Racehorse Trainer Jan 20 Merrimans & Gwillim, Marlborough
THOMAS, THOMAS, St Agnes, Cornwall, Farmer Nov 30 Dobell, Truro
WEBBER, WILLIAM, North rd Farm, Southall, Farmer Jan 1 Armitage & Chapple Bishopsgate st Within
WELSH, BRIDGET, Bootle, Lancs Dec 1 Wall, Bootle
WEST, CATHARINE, Maida Vale Dec 14 Hillearys, Fenchurch bldgs
WHITE, JOHN THOMAS, Wolverhampton Jan 1 Fowler & Langley, Wolverhampton
WICKS, JOHN, Tulse Hill Dec 18 Hack & Morris, Panoras lane
WRIGLEY, PHOEBE, Denton, Lancaster Dec 31 Bostock, Hyde
WYNNIATT, MARIA, Croydon Dec 21 Clarkson & Toovey, Gt Tower st
YOUNG, WILLIAM, Newcastle upon Tyne, Merchant Dec 31 Davies & Balkwill, Newcastle on Tyne

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 26.

RECEIVING ORDERS.

APPLEYARD, JOE, Hunslet Leeds Pet Nov 23 Ord Nov 23
BARNETT, JOHN, Heeley, nr Sheffield, Draper Sheffield Pet Nov 17 Ord Nov 23
BOLT, THYPHOSA JANE, Dartford, Kent Rochester Pet Nov 24 Ord Nov 24
BRADLEY, HENRY LOWIS, Gt Grimsby, Flour Factor Gt Grimsby Pet Nov 22 Ord Nov 22
CAWTHRON, WALTER, Sheffield Sheffield Pet Nov 22 Ord Nov 22
CHAPMAN, HERBERT, Arundel st, Strand High Court Pet Oct 13 Ord Nov 23
CLARKE, FREDERICK, Barrow upon Soar, Leicester, Coal Merchant Leicester Ord Nov 23 Ord Nov 23
DICKESON, JOHN GEORGE, Durham, Cowkeeper Durham Pet Oct 26 Ord Nov 23
DUNCAN, JOHN LUKE, Choriton on Medlock, Manchester, Pipe Manufacturer Manchester Pet Nov 22 Ord Nov 23
EDWARDS, ARTHUR, Bungay, Suffolk Gt Yarmouth Pet Nov 12 Ord Nov 24
EASTHAM, JAMES, Astley Bridge, nr Bolton, Warehouseman Bolton Pet Nov 23 Ord Nov 23
ELLIS, CHARLES, Belgrave Gate, Leicester, Boot Manufacturer Leicester Pet Nov 24 Ord Nov 24
GOSSE, WILLIAM, Portsmouth, Nurseryman Portsmouth Pet Nov 23 Ord Nov 23
HART, JOHN ROBERT, Dunston Fen, Lincs, Labourer Lincoln Pet Nov 23 Ord Nov 23
HODGSON, JOSEPH WILLIAM, Leigh, Lancs, Carter Bolton Pet Nov 22 Ord Nov 22
HURST, JOHN, Leeds, Commercial Traveller Leeds Pe Nov 20 Ord Nov 20
JEFFS, EDWARD, Grappenhall, Chester, Farmer Warrington Pet Nov 23 Ord Nov 23
JOHNS, THOMAS, Oldham, Bobbin Carrier Oldham Pet Nov 18 Ord Nov 18
LANCE, ARTHUR JOHN, Ealing, Draper Brentford Pet Nov 22 Ord Nov 22
LAURIE, THOMAS PERCY, Somers Town, Potato Salesman High Court Pet Oct 21 Ord Nov 24
NIXON, MARK, Liverpool, Bread Dealer Liverpool Pet Nov 24 Ord Nov 24
NUGENT, HENRY WALTER JOHN, Aylburton Lodge, Glos, Poultry Farmer Newport, Mon Pet Nov 24 Ord Nov 24
PEARCE, WILLIAM PERCY, Stow on the Wold, Glos, Carriage Builder Cheltenham Pet Nov 23 Ord Nov 23
PEARSON, JAMES HEATLEY, St Helen's, Grocer Liverpool Pet Nov 22 Ord Nov 22
ROBERTS, WALTER HENRY, Hanham, Glos, Boot Manufacturer Bristol Pet Nov 22 Ord Nov 24
SANDERSON, ERNEST EDWIN HORACE, Fairford, Glos, Tailor Swindon Pet Nov 24 Ord Nov 24
SAMUEL, JOHN EDWARD, Dowlais, Glam, Stationer Merthyr Tydfil Pet Nov 23 Ord Nov 23
STAMMERS, GEORGE, Leeds, Boot Maker Leeds Pet Nov 22 Ord Nov 22
STOCKDALE, GEORGE, Hunslet Carr, Leeds Leeds Pet Nov 24 Ord Nov 24
TAYLOR, DAVID, Batley, York, Machine Agent Dewsbury Pet Nov 22 Ord Nov 22
TAYLOR, HENRY GEORGE, and JOHN GLASS, Manchester, Commission Agents Manchester Pet Nov 4 Ord Nov 24
THOMAS, REES KEDRICK, Llandilly Carmarthen Pet Nov 20 Ord Nov 20
THOMAS, THOMAS ROACH, Grangetown, Cardiff, Grocer Cardiff Pet Nov 20 Ord Nov 20
WESTWOOD, CHARLES JOHN, Wanstead, Railway Contractor High Court Pet Nov 24 Ord Nov 24
WILD, GEORGE, Oldham Oldham Pet Nov 22 Ord Nov 22
WINDER, THOMAS, Burnley, Clerk Burnley Pet Nov 23 Ord Nov 23

Amended notice substituted for that published in the London Gazette of Nov. 9:

STOVOLD, ARTHUR CHARLES, Bristol, Tailor's Cutter Bristol Pet Oct 23 Ord Nov 5

Amended notice substituted for that published in the London Gazette of Nov. 23:

HEY, JOHN TINKER, Up Baker st High Court Pet Aug 11 Ord Nov 19

FIRST MEETINGS.

BERRY, ALMA JOSEPH, Dewsbury, York, Insurance Agent Dec 8 at 1 County Court house, Blackburn
CATLING, ROBERT LOUTH, Eastbourne, Livery Stable Proprietor Dec 3 at 2.30 Coles & Sons, Seaside rd, Eastbourne
CRANSTON, JOHN, West Hartlepool, Builder Dec 3 at 3 Off Rec, 25, John st, Sunderland
DUNCAN, JOHN LUKE, Choriton on Medlock, Manchester Pipe Manufacturer Dec 3 at 2.30 Off Rec, Byrom st, Manchester
EASTHAM, JAMES, Astley Bridge, Bolton, Warehouseman Dec 3 at 3.30 16, Wood st, Bolton
ELMES, JOSEPH, Tooting Junction, Labourer Dec 3 at 11.30 24, Railway app, London Bridge
EMERSON, EDWARD, Walthamstow, Financial agent Dec 3 at 1 Bankruptcy bldgs, Carey st
EVANS, JAMES, Llandilo-fawr, Carmarthen, Farmer Dec 4 at 12 Off Rec, 4, Queen st, Carmarthen
FOWLER, DONALD, and THOMAS WATSON MURPHY, Sheffield, Tailors Dec 6 at 3 Off Rec, Figtree in, Sheffield
FRANCIS, FREDERICK, Colchester, Essex, Builder Dec 10 at 11 Cups Hotel, Colchester
GAY, GEORGE, Pembroke Dock, Baker Dec 3 at 2.30 Temperance Hall, Pembroke Dock
GOSS, ERNEST, Combmartin, Devon, Butcher Dec 3 at 2 Sanders & Son, High st, Barnstaple
GRAY, GEORGE, Clesthorpes, Lincs, Fishmonger Dec 3 at 11 Off Rec, 15, Osborne st, Great Grimsby
HARRIES, JAMES BEEBEE, Cardigan, Innkeeper Dec 4 at 3 Off Rec, 4, Queen st, Carmarthen
HART, JOHN ROBERT, Bucknall, Lincs, Labourer Dec 7 at 12.45 Off Rec, 31, Silver st, Lincoln
HEY, JOHN TINKER, Upper Baker st Dec 3 at 2.30 Bankruptcy bldgs, Carey st
HICKLING, ALBEMARLE F, Norwich, Stationer Dec 4 at 12 Off Rec, 8, King st, Norwich
HODGSON, JOSEPH WILLIAM, Leigh, Lancs, Carter Dec 3 at 3 16, Wood st, Bolton
HULME, JAMES, Denton, Lancs, Farmer Dec 3 at 3 Off Rec, Byrom st, Manchester
JEFFS, EDWARD, Grappenhall, Chester, Farmer Dec 3 at 10 45 Court house, Upper Bank st, Warrington
JENKINS, THOMAS, Ferndale, Colliery Fireman Dec 3 at 12 65, High st, Merthyr Tydfil
LEVY, DAVID, Salford, Lancs, Furniture Dealer Dec 3 at 3.30 Off Rec, Byrom st, Manchester
NEUWIRTH, HUGO, Mark la Dec 3 at 11 Bankruptcy bldgs, Carey st
RACKHAM, FREDERICK WILLIAM, Leadenhall st, Commission Agent Dec 3 at 11 Bankruptcy bldgs, Carey st
REYNOLDS, FRANKLIN, Bekesbourne, Kent, Farmer Dec 4 at 11.30 Off Rec, 73, Castle st, Canterbury
ROBINSON, WALTER JOHN, Norwich Dec 4 at 11 Off Rec, 8, King st, Norwich
RODWELL, WILLIAM, Billington, Bedford, Farmer Dec 6 at 12 Unicorn Hotel, Leighton Buzzard
ROSSLYN, Earl of, St James's sq Dec 6 at 12 Bankruptcy bldgs, Carey st
ROYLE, ARTHUR WILLIAM, Gainsborough, General Dealer Dec 7 at 12 Off Rec, 31, Silver st, Lincoln
SHARDLOW, GEORGE THOMAS, Derby Dec 3 at 11 Off Rec, 40, St Mary's gt, Derby
SHOWDON, JOHN HARRY, Brushfield st, Spitalfields, Salesman Dec 8 at 12 Bankruptcy bldgs, Carey st
STUART, MARLIN, HMS "Doris," Devonport, Officer Dec 8 at 11 Bankruptcy bldgs, Carey st
THOMAS, REES KEDRICK, Llanelly, Commission Agent Dec 4 at 11.30 Off Rec, 4, Queen st, Carmarthen
TRINMAN, HENRY FRANK, Mare st, Hackney, Baker Dec 3 at 2.30 Bankruptcy bldgs, Carey st
VENABLES, DAVID, Mexborough, York, Butcher Dec 6 at 2 Off Rec, Figtree lane, Sheffield
WALTON, FRED, Doncaster, Railway Clerk Dec 6 at 2.30 Off Rec, Figtree lane, Sheffield
WESTLEY, JOHN, Birmingham, Cabinet Maker Dec 6 at 11 23, Colmore row, Birmingham
WILDING, CHARLES, Norwich, Painter Dec 4 at 11.30 Off Rec, 8, King st, Norwich
WILLIAMS, GEORGE AMOS FRANK, Gloucester, Confectioner Dec 4 at 12 Off Rec, Station rd, Gloucester
WILSON, HENRY, Lincoln, Plumber Dec 7 at 12.30 Off Rec, 31, Silver st, Lincoln
WILSON, THOMAS, Sheffield, Painter Dec 3 at 2 Off Rec, Figtree lane, Sheffield

ADJUDICATIONS.

APPLEYARD, JOE, Leeds Leeds Pet Nov 23 Ord Nov 23
BARNETT, JOHN, Heeley, nr Sheffield, Draper Sheffield Pet Nov 16 Ord Nov 24
BEESLEY, JAMES JOHN, Kilburn, Provision Dealer High Court Pet Nov 20 Ord Nov 23
BILLINGTON, GIDEON MORLEY, Wolstanton, Staffs, Earthenware Manufacturer Hanley Pet Oct 25 Ord Nov 17
BRADLEY, HENRY LOWIS, Great Grimsby, Flour Factor Great Grimsby Pet Nov 22 Ord Nov 22
CATLING, ROBERT LOUTH, Eastbourne, Livery stable Proprietor Eastbourne Pet Nov 18 Ord Nov 23
CAWTHRON, WALTER, Sheffield, Band Saw Manufacturer Sheffield Pet Nov 22 Ord Nov 22
CHAMBERS, ROBERT HENRY THOMAS, Bristol, Baker Bristol Pet Nov 20 Ord Nov 23
CLARKE, FREDERICK, Barrow upon Soar, Leicester, Coal Merchant Leicester Pet Nov 23 Ord Nov 23
DUNCAN, JOHN LUKE, Choriton on Medlock, Manchester Pipe Manufacturer Manchester Pet Nov 22 Ord Nov 22
EASTHAM, JAMES, Astley bridge, nr Bolton, Warehouseman Bolton Pet Nov 23 Ord Nov 23
ELLIS, CHARLES, Leicester, Boot Manufacturer Leicester Pet Nov 24 Ord Nov 24
EMERSON, EDWARD, Walthamstow, Financial Agent High Court Pet Nov 20 Ord Nov 20
FELTON, CHARLES, Tittensor, Stafford, Blacksmith Stafford Pet Nov 18 Ord Nov 24
GAY, GEORGE, Pembroke Dock, Baker Pembroke Dock Pet Nov 19 Ord Nov 24
GODKIN, ELIZA, Derby, Grocer Derby Pet Sept 23 Ord Nov 24
GOSSE, WILLIAM, Portsmouth, Nurseryman Portsmouth Pet Nov 23 Ord Nov 23
HAIGH, J W, Bradford, Wool Merchant Bradford Pet Oct 15 Ord Nov 23
HART, JOHN ROBERT, Dunston Fen, Lincs, Labourer Lincoln Pet Nov 23 Ord Nov 23
HICKLING, ALBEMARLE F, Norwich, Stationer Gt Yarmouth Pet Nov 1 Ord Nov 23

HODGSON, JOSEPH WILLIAM, Leigh, Lancs, Carter Bolton Pet Nov 22 Ord Nov 22

HURST, JOHN, Leeds Leeds Pet Nov 20 Ord Nov 20

JEFFS, EDWARD, Grappenhall, Chester, Farmer Warrington Pet Nov 23 Ord Nov 23

JONES, THOMAS, Oldham, Bobbin Carrier Oldham Pet Nov 18 Ord Nov 18

LANCE, ARTHUR JOHN, Ealing, Draper Brentford Pet Nov 22 Ord Nov 22

LAURIE, WILLIAM, Walthamstow, Draper High Court Pet Oct 26 Ord Nov 22

LYONS, EDWARD, New Broad st, Financial Agent High Court Pet Sept 14 Ord Nov 23

PEARCE, WILLIAM PERCY, Stow on the Wold, Glos, Carriage Builder Cheltenham Pet Nov 23 Ord Nov 23

PEARSON, JAMES HEATLEY, St Helen's, Lancs, Grocer Liverpool Pet Nov 22 Ord Nov 22

SAMBLESON, ERNEST EDWIN HORACE, Fairford, Glos, Tailor Swindon Pet Nov 24 Ord Nov 24

SAMUEL, JOHN EDWARD, Dowlais, Glam, Stationer Merthyr Tydfil Pet Nov 23 Ord Nov 23

SHERWIN, F W H, Bedford, Captain Bedford Pet July 14 Ord Nov 22

STAMMERS, GEORGE, Leeds, Boot Maker Leeds Pet Nov 22 Ord Nov 22

STOCKDALE, GEORGE, Hunslet Carr, Leeds Leeds Pet Nov 24 Ord Nov 24

TAYLOR, DAVID, Batley, York, Machine Agent Dewsbury Pet Nov 22 Ord Nov 22

THOMAS, REES KEDRICK, Llanelly Carmarthen Pet Nov 20 Ord Nov 20

THOMAS, THOMAS ROACH, Grangetown, Cardiff, Grocer Cardiff Pet Nov 20 Ord Nov 20

WILD, GEORGE, Oldham Oldham Pet Nov 22 Ord Nov 22

WINDER, THOMAS, Burnley, Clerk Burnley Pet Nov 23 Ord Nov 23

Amended notice substituted for that published in the London Gazette of Nov. 19:

MARLEY, BERTIE, Felton, Sutton, Surrey Croydon Pet July 19 Ord Nov 17

Amended notice substituted for that published in the London Gazette of Nov. 23:

STOVOLD, ARTHUR CHARLES, Bristol, Tailor's Cutter Bristol Pet Oct 23 Ord Nov 19

ADJUDICATION ANNULLED.

NEEDHAM, CHARLES, Leicester, Machine Broker Leicester Adjud Sept 14, 1896 Annul Nov 23, 1897

London Gazette.—TUESDAY, Nov. 30.

RECEIVING ORDERS.

ASHLEY, ROBERT GEORGE, Southsea, Carpenter Portsmouth Pet Nov 25 Ord Nov 25

ATHERTON, —, and JOHN DOLMAN, Poplar, Builders High Court Pet Nov 6 Ord Nov 25

BARKER, ANNE, Leicester, Milliner Leicester Pet Sept 20 Ord Nov 26

BARTLETT, HENRY, Brighton, Builder Brighton Pet Nov 25 Ord Nov 25

BRADSHAW, WATSON PERRIN WILLIAM, Maidstone, Accountant Maidstone Pet Nov 26 Ord Nov 26

BROOKES, WILLIAM, Llandudno, Butcher's Manager Bangor Pet Nov 24 Ord Nov 24

BROWN, GEORGE WILLIAM, Rochdale, Boot Dealer Rochdale Pet Nov 10 Ord Nov 26

BUTT, GEORGE, Watford, Gasfitter St Albans Pet Nov 24 Ord Nov 24

CROSS, JAMES ALBERT, Southsea, Butcher Portsmouth Pet Nov 24 Ord Nov 24

DASSETT, WILLIAM GEORGE, Forest Hill, Kent, Shipping Clerk Greenwich Pet Nov 26 Ord Nov 26

DOBBS, JAMES NICHOLAS, Rhymney, Mon Cardiff Pet Nov 25 Ord Nov 25

DRIVER, JAMES, jun, Oswaldtwistle, Lancs, Farmer Blackburn Pet Nov 25 Ord Nov 25

EDWARDS, JAMES, Ford, Salop, Labourer Shrewsbury Pet Nov 25 Ord Nov 25

FALLAS, GEORGE WILLIAM, Horbury, Yorks, Accountant Wakefield Pet Nov 26 Ord Nov 26

FLEETHAM, ANTHONY, Darlington, Boilersmith Stockton on Tees Pet Nov 24 Ord Nov 24

FORSTER, JOHN CLARK, Gt Tower st, Spice Merchant High Court Pet Nov 26 Ord Nov 26

HARRISON, ALFRED H, Victoria st High Court Pet Aug 20 Ord Nov 5

HENDERSON, JOSEPH, Newark, Notts, Outfitter Nottingham Pet Nov 27 Ord Nov 27

JAMES, THOMAS, Stepney, Whitesmith High Court Pet Nov 27 Ord Nov 27

JONES, ALFRED, Lyminster, nr Littlehampton Brighton Pet Nov 26 Ord Nov 26

LAMING, CHARLES WILLIAM, Ryde, I of W, Saddler Newport Pet Nov 26 Ord Nov 26

MOLE, WILLIAM HENRY, Linver rd, Parson's Green, Commercial Clerk High Court Pet Nov 27 Ord Nov 27

MORRIS, DANIEL, Aberaman, Aberdare, Collier Aberdare Pet Nov 25 Ord Nov 25

REYNOLDS, WILLIAM, Alderley Edge, Chester, Cheese Factor Manchester Pet Nov 25 Ord Nov 25

ROBERTS, JOHN, Llandudno, Contractor Bangor Pet Nov 26 Ord Nov 26

ROBERTS, WILLIAM, Walsall, Potato Merchant Walsall Pet Nov 25 Ord Nov 25

ROE, FRANK, Norwich, Cabinet Maker Norwich Pet Nov 27 Ord Nov 27

SCHOLES, HERBERT, Ripon Northallerton Pet Nov 25 Ord Nov 25

SCOTT, THOMAS JONES, Dorchester Dorchester Pet Nov 27 Ord Nov 27

SHELLEY, CHARLES, Hanley, Staffs, Licensed Victualler Hanley Pet Nov 13 Ord Nov 26

STAFFORD, ANNIE, Salford Salford Pet Nov 25 Ord Nov 25

STEWART, CHARLES NIGEL, Victoria st High Court Pet Aug 6 Ord Nov 26

TAIRE, JOSHUA ALDRIDGE, Eastbourne, Boarding house Keeper Eastbourne Pet Nov 27 Ord Nov 27

TATE, THOMAS, Elland, Yorks, Market Gardener Wakefield Pet Nov 25 Ord Nov 25

THOUGHTON, WALTER, Ulverston, Builder Ulverston Pet Nov 26 Ord Nov 26

URWICK, WILLIAM EDWARD, Ludlow, Auctioneer Leominster Pet Nov 25 Ord Nov 25

FIRST MEETINGS.

ATHERTON, STANLEY, and JOHN DOLMAN, Poplar, Builders Dec 7 at 11 Bankruptcy bldgs, Carey st

BARTLETT, HENRY, Brighton, Builder Dec 7 at 12 Off Rec, 4, Pavilion bldgs, Brighton

BRADLEY, HENRY LOWIS, Great Grimsby, Flour Factor Dec 7 at 11 Off Rec, 15, Osborne st, Gt Grimsby

BROOKS, WILLIAM ISAAC, Walsall, Paperhanger Dec 9 at 11 Off Rec, Walsall

BUTT, GEORGE, Watford, Gas Fitter Dec 9 at 3 Off Rec, 95, Temple chmbrs, Temple av

CARR, HENRY TOWERS, and ALLAN CARR, Kingston upon Hull, Butter Importers Dec 7 at 11 Off Rec, Trinity House lane, Hull

CHAMBERS, ROBERT HENRY THOMAS, Bristol, Baker Dec 8 at 11 45 Off Rec, Baldwin st, Bristol

CHAPMAN, HERBERT, Arundel, st, Strand Dec 9 at 12 Bankruptcy bldgs, Carey st

CLARKE, FREDERICK, Leicester, Coal Merchant Dec 7 at 12 Off Rec, 1, Berridge st, Leicester

COTTRELL, JONATHAN, Bradley Green, Stafford, Grocer Dec 7 at 11 Off Rec, 23, King Edward st, Macclesfield

DANGER, WILLIAM LANDALE, Liscard, Chester, Solicitor Dec 8 at 1 Off Rec, 35, Victoria st, Liverpool

DUCKWORTH, WILLIAM HENRY, Shaw, Lancs, Coal Merchant Dec 8 at 3 Off Rec, Bank chmbrs, Queen st, Oldham

EDWARDS, JAMES, Bayston Hill, nr Shrewsbury, Labourer Dec 9 at 11.30 Off Rec, 42, St John's hill, Shrewsbury

ELLIS, CHARLES, Leicester, Boot Manufacturer Dec 7 at 12.30 Off Rec, 1, Berridge st, Leicester

FAHERTY, FREDERICK THOMAS, Birmingham, Builder Dec 8 at 11 23, Colmore row, Birmingham

FELTON, CHARLES, Tittensor, Stafford, Blacksmith Dec 7 at 12.30 Off Rec, Newcastle under Lyme

FORSTER, GEORGE, Middlesborough, Saddler Dec 8 at 3 Off Rec, 8, Albert road, Middlesborough

FORSTER, JOHN CLARK, Great Tower st, Spice Merchant Dec 7 at 12 Bankruptcy bldgs, Carey st

FOXALL, GEORGE, Stableford, Salop, Carpenter Dec 8 at 12 County Court Office, Madeley

GOSSE, WILLIAM, Portsmouth, Nurseryman Dec 7 at 3 Off Rec, Cambridge Junction, High st, Portsmouth

GOULD, ANNIE ELIZABETH, Oxford st, Grocer Dec 9 at 11.30 County Court bldgs, Cheltenham

HADDON, FRANCIS WILLIAM GOODMAN, Walsall, Saddle Manufacturer Dec 9 at 10.30 Off Rec, Walsall

HAGE, JOSEPH, Nottingham, Fish Salesman Dec 7 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

HARRISON, ALFRED H, Victoria st Dec 7 at 2.30 Bankruptcy bldgs, Carey st

HARTWELL, WILLIAM JOHN, Bourton on the Water, Glos, Dec 10 at 11 23, Colmore row, Birmingham

HAWORTH, WILLIAM, Burnley, Platelayer Dec 9 at 2.45 Exchange Hotel, Nicholas st, Burnley

HAYWARD, GEORGE, Tunbridge Wells, Butcher Dec 8 at 12.30 C J Parris, 65, High st, Tunbridge Wells

HENRY, ALFRED, and ALBERT EDWARD GABBOTT, Heaton Chapel, Lancs, Rag Merchants Dec 8 at 3 Off Rec, Byrom st, Manchester

INGRAM, J, Woolwich, Lieutenant Dec 7 at 11.30 24, Railway app, London Bridge

JAMES, THOMAS, St Ann's rd, Stamford Hill, Whitesmith Dec 8 at 2.30 Bankruptcy bldgs, Carey st

KENT, JOHN, Wednesbury, Staffs, Butcher Dec 9 at 11.30 Off Rec, Walsall

LANCE, ARTHUR JOHN, Ealing, Draper Dec 8 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

LAURIE, THOMAS PERCY, Somers Town, Potato Salesman Dec 8 at 12 Bankruptcy bldgs, Carey st

LEIBERMAN, MORRIS HARRIS, Nottingham Dec 7 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

MARSDEN, MIDGLEY, Weaste, Salford Dec 7 at 11 Off Rec, Byrom st, Manchester

MOORE, WILLIAM, Mountain Ash, Glam, Fruiterer Dec 7 at 12 65, High st, Merthyr Tydfil

OWEN, BENJAMIN, Wrexham, Builder Dec 8 at 12 The Priory, Wrexham

PARTINGTON, THOMAS, Oldham, Bobbin Manufacturer Dec 7 at 11 Off Rec, Bank chmbrs, Queen st, Oldham

ROBERTS, WALTER HENRY, Hanham, Glos, Boot Manufacturer Dec 8 at 12 Off Rec, Baldwin st, Bristol

SAMBLESON, ERNEST EDWIN HORACE, Fairford, Glos, Tailor Dec 8 at 11 Off Rec, 40, Cricklade street, Swindon

SOWERBY, THOMAS, Saltburn by the Sea, York, Baker Dec 8 at 3 Off Rec, 8, Albert rd, Middlesborough

SPENCER, WALTER, Hinckley, Leicester, Tailor Dec 7 at 3 Off Rec, 1, Berridge st, Leicester

STAFFORD, ANNIE, Higher Broughton, Salford Dec 7 at 11.30 Off Rec, Byrom st, Manchester

STAMMERS, GEORGE, Leeds, Boot Maker Dec 8 at 12 Off Rec, 22, Park row, Leeds

TAYLOR, DAVID, Batley, Yorks, Machine Agent Dec 7 at 10.30 Off Rec, Bank chmbrs, Batley

THOMAS, THOMAS ROACH, Grangetown, Cardiff, Grocer Dec 7 at 10 29, Queen st, Cardiff

TOMLINS, JAMES, Aberdovey Dec 7 at 12.45 Townhall, Aberystwith

WADSWORTH, ABRAHAM, Colne, Lancs, Cab Proprietor Dec 9 at 3.15 Exchange Hotel, Nicholas st, Burnley

WESCOTT, C B, Brockley, Builder Dec 7 at 12 24, Railway app, London Bridge

YULES, ISAAC, Leeds, Wholesale Clothier Dec 8 at 11 Off Rec, 22, Park row, Leeds

ADJUDICATIONS.

ASHLEY, ROBERT GEORGE, Southsea, Carpenter Portsmouth Pet Nov 25 Ord Nov 25

ATHERTON, STANLEY, and JOHN DOLMAN, Poplar, Builders High Court Pet Nov 6 Ord Nov 27

BARTLETT, HENRY, Brighton, Builder Brighton Pet Nov 25 Ord Nov 25

BENNETT, BERKELEY BERNARD High Court Pet May 10 Ord Nov 25

BRADSHAW, WATSON PERRIN WILLIAM, Maidstone, Accountant Maidstone Pet Nov 26 Ord Nov 26

BROOKES, WILLIAM, Llandudno, Butcher's Manager Bangor Pet Nov 24 Ord Nov 24

BROWN, GEORGE WILLIAM, Rochdale, Boot Dealer Rochdale Pet Nov 6 Ord Nov 26

BUTT, GEORGE, Watford, Gas Fitter St Albans Pet Nov 24 Ord Nov 24

CORT, CHARLES ERNEST, Leicester, Baker Leicester Pet Oct 29 Ord Nov 23

CROSS, JAMES ALBERT, Southsea, Butcher Portsmouth Pet Nov 23 Ord Nov 24

DASSETT, WILLIAM GEORGE, Forest Hill, Shipping Clerk Greenwich Pet Nov 26 Ord Nov 26

DOBBS, JAMES NICHOLAS, Rhymney, Mon Cardiff Pet Nov 25 Ord Nov 25

DODSWORTH, GEORGE PERCIVAL, Albemarle st, Piccadilly, War Correspondent High Court Pet June 29 Ord Nov 26

DRIVER, JAMES, jun, Oswaldtwistle, Lancs, Farmer Blackburn Pet Nov 24 Ord Nov 25

EDWARDS, JAMES, Bayston Hill, nr Shrewsbury, Labourer Shrewsbury Pet Nov 25 Ord Nov 25

FLEETHAM, ANTHONY, Darlington, Boilersmith Stockton on Tees Pet Nov 24 Ord Nov 24

GOWER, THOMAS PRICE, New Broad st, Accountant High Court Pet April 28 Ord Nov 23

HARTWELL, WILLIAM JOHN, Bourton on the Water, Glos Birmingham Pet Nov 10 Ord Nov 25

HAWKINS, CHARLES FREDERICK BONNEY, Grosvenor Club, Bond st High Court Pet Oct 12 Ord Nov 26

HENDERSON, JOSEPH, Newark, Notts, Outfitter Nottingham Pet Nov 27 Ord Nov 27

JANNICHEN, MAX, Birmingham, Merchant Birmingham Pet Oct 6 Ord Nov 22

JAMES, THOMAS, Stepney, Whitesmith High Court Pet Nov 27 Ord Nov 27

LAMING, CHARLES WILLIAM, Ryde, I of W, Saddler Newport Pet Nov 26 Ord Nov 26

MASON, JOSEPH, Aston, Warwicks, Pearl Button Manufacturer Birmingham Pet Nov 8 Ord Nov 29

MOLE, WILLIAM HENRY, Parson's Green, Clerk High Court Pet Nov 27 Ord Nov 27

MORRIS, DANIEL, Aberaman, Aberdare, Collier Aberdare Pet Nov 25 Ord Nov 25

REYNOLDS, WILLIAM, Manchester, Cheese Factor Manchester Pet Nov 25 Ord Nov 25

ROBERTS, JOHN, Llandudno, Contractor Bangor Pet Nov 26 Ord Nov 26

ROBERTS, WALTER HENRY, Hanham, Glos, Boot Manufacturer Bristol Pet Nov 23 Ord Nov 25

RODWELL, WILLIAM, Billington, Bedford, Farmer Luton Pet Nov 18 Ord Nov 26

ROE, FRANK, Norwich, Cabinet Maker Norwich Pet Nov 26 Ord Nov 27

ROGERS, AUGUSTUS ONSLOW, Crooked ln, Tea Dealer High Court Pet Sept 15 Ord Nov 26

SCHOLES, HERBERT, Ripon Northallerton Pet Nov 25 Ord Nov 25

SCOTT, THOMAS JONES, Dorchester Dorchester Pet Nov 27 Ord Nov 27

SMITH, EDWARD SHARPLES, Rhuddlan, Flint, Innkeeper Bangor Pet Oct 18 Ord Nov 25

SPIVACK, TOBIAS, Cardiff, Wholesale Warehouseman Cardiff Pet Nov 16 Ord Nov 25

STAFFORD, ANNIE, Higher Broughton, Salford Salford Pet Nov 25 Ord Nov 25

TAIRE, JOSHUA ALDRIDGE, Eastbourne, Boarding house Keeper Eastbourne Pet Nov 27 Ord Nov 27

TAYLOR, HENRY GEORGE, and JOHN GLASS, Manchester, Commission Agents Manchester Pet Nov 4 Ord Nov 25

TOMLINS, JAMES, Aberdovey Aberystwith Pet Nov 13 Ord Nov 25

URWICK, WILLIAM EDWARD, Ludlow, Auctioneer Leominster Pet Nov 25 Ord Nov 25

WESCOTT, C B, Brockley, Builder Greenwich Pet Oct 13 Ord Nov 26

WIDGERY, WILLIAM, Bristol Bristol Pet Nov 20 Ord Nov 27

ADJUDICATION ANNULLED.

MORRIS, WILLIAM JOSEPH, Great Malvern, Worcester, Engine Driver Worcester Adjud Dec 1, 1894 Annul Nov 20, 1897

EDE AND SON,

ROBE MAKERS

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

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AMERICAN ROLL TOP DESKS.

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